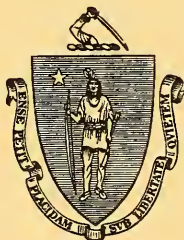


ANNUAL REPORT

OF THE

STATE BOARD OF CONCILIATION
AND ARBITRATION

FOR THE YEAR ENDING DECEMBER 31, 1915



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THIRTIETH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

Two hundred and nine cases of industrial disputes were considered by the Board during the calendar year 1915. Of this number, 86 were voluntarily submitted to the Board to be determined by arbitration; 100 cases were amicably adjusted as a result of the Board's conciliation; in 18 cases, conciliation failing to bring about a good understanding, and the parties refusing to join in a submission of the questions in dispute to arbitration, public investigations were held to ascertain the cause of the controversy and which of the parties thereto were mainly responsible or blameworthy for the existence or continuance of the same. At the conclusion of these hearings the Board's recommendations were adopted by the parties in all except 5 cases. There were five petitions presented for the Board to determine whether the business of the petitioner was being carried on in a normal and usual manner and to the normal and usual extent.

In addition to the 209 cases specified herein of arbitration, conciliation, investigation and normality there are other important kinds of work performed by the Board. Employers and employees and their representatives daily seek advice on

questions affecting the employment relation. The investigation of industrial disputes involving 25 or more employees, and a constantly growing demand for information, require the members to give all their time to the business of the Board and to hold evening sessions; for the public interest requires that labor controversies shall receive their prompt attention to prevent accumulation and to check the development of simple differences into bitter contests.

The treatment and disposal of the cases in 1915 cost \$10,985.55, an average cost per case of \$52.56. The sum appropriated for the Board's use to cover this expense was \$15,000.

While the number of requests for changes in working conditions, wages and hours of labor continues undiminished, there has been a decrease in the number of strikes since 1913. There are several causes for this encouraging condition. The investigation which the Board must make in compliance with the statute in any strike or lockout involving 25 or more employees substantially prevents a long drawn out controversy. The parties then either agree to a final settlement or to submit the questions in dispute to arbitration. If they fail to accomplish a good understanding by either method they must then present the matters in controversy in the form of sworn testimony at a public hearing in the community where the controversy exists. Another reason for the decrease in strikes is the increasing tendency of employers and organized employees to accept the advice of the Board and utilize the methods provided by statute in the settlement of industrial disputes. Progress along these lines could be further stimulated if

the Board's appropriation was increased to permit of its complying with so much of section 11, chapter 514, Acts of 1914, which provides that "the state board shall by publication or otherwise inform employers and employees of their duty to give notice to the state board before resorting to a strike or lockout." The Board has gone as far as it reasonably could within the bounds of its usual appropriation. The Board is of opinion that a half-page display advertisement inserted each month in the daily newspapers published in the Commonwealth would create a demand for industrial peace which would yield a satisfactory return in saving the cost of strikes and lockouts, which is a useless burden upon the people of the Commonwealth. There is not anything more disturbing in the commercial life of a community than a threatened strike, or a strike or lockout which has actually occurred.

Both in negotiating a settlement for the first time to test its merits, and in seeking to assist the Board to bring peace out of accumulated troubles, the employers have, more than ever before, manifested a willingness to confer with the help, — a contrast most marked in the textile industry. A new distribution of labor has appeared on both sides of the ocean. Skilled and unskilled workers, finding employment in the production of war supplies, have left a void of workmen and commodities in other quarters. The removal of ships and certain articles of commerce from the paths of trade, has had a depressing effect. The absence of certain dyes and dyestuffs, is the ground of certain forecasts that until these return or their loss is supplied, it will cost more to finish cloth than to produce the gray web. In-

creased orders, displaced labor and vanished immigration must result in values seeking new levels; before these are established and any profits taken the industries most affected by a scarcity of the help desired have sought by rewards for loyalty, as bonuses and the like, to keep the wheels revolving with such labor as might be available. As the year drew to a close the textile manufacturers of New England announced of their own motion a 5 per cent. increase, to take effect on the first Monday of the new year. It is devoutly wished that this era of good-will may suggest to our peace-loving population the adoption of such safeguards as will render it permanent.

The trade agreement is the only device known in a land of free people whereby the continuity of business and of labor may be assured. It has for its motive the creation of a reciprocal feeling of friendship between the contracting parties which the habit of conferring will enhance and confirm. That friendly offices tend to lessen the need of arbitration should not discredit it when the judgment of an impartial tribunal is indicated since the best results of that method are obtained by parties amicably disposed to resort to it. The provision that negotiation and arbitration shall remedy the difficulties that may arise thereafter, tends to abolish strikes and other hostile measures, and is the very essence of a trade agreement. While it is a common observation that the prevention of labor trouble is better than its remedy, it is true, also, that the remedy in case of trouble must be well known and indicated before the trouble can be prevented. This Board has prevented many industrial difficulties by drafting or correcting the drafts of such

contracts, and these have served as models in quarters not considered at the time. A labor difficulty may be tranquilized, but peace cannot be securely established without including in the settlement a provision that will dissolve the deadlock that occurs when concessions have reached their limit and have failed to secure acceptance; it is then that the judgment of an impartial tribunal is necessary. The voluntary assumption of an obligation to resort to arbitration is that which renders the peace permanent. The trade agreement cannot be too highly praised, but to eulogize it at the expense of arbitration is to misstate its merits and to render it shortlived or void, since it is the arbitration clause that makes the contract a trade agreement. There are hundreds of such agreements in this State, the majority of which exists in the shoe industry. The trade agreement grew out of conciliation cases, it being found that the effort to compose a past difficulty would, with proper regard to the future, suffice to prevent its recurrence. It differs from an agreement, which merely terminates a strike by providing overtures, conferences, negotiations and mutual adjustment of future differences, and, in default of these, submission of such controversies to the judgment of an impartial tribunal. The law gives the parties a choice between the State Board and a local board, of which they select the members. Resorting to arbitration supposes a disposition to peace, and requires a certain degree of harmony at the outset; it often happens that the parties settle their controversy with little or no assistance while attempting to frame the joint submission of the case. The prevention of labor trouble, the reconciling

of adversaries, and the adjustment of friendly disputes are connected so closely and resolve so freely into one another as to be inseparable in any practicable design of substituting peace for industrial strife.

The Board is never without from 20 to 40 cases of arbitration at various stages of procedure. Such cases are always brought by parties already disposed to peace and in agreement as to the best methods of securing it. The fact that the same parties seek the Board again and again attests the satisfaction which practical men and women receive from that part of the labor law which this Board administers; for there is no obligation to resort to arbitration save that which the parties voluntarily assume.

The difficulties in the works of the United States Cartridge Company at Lowell were adjusted by the Board in a singular manner that illustrates the flexibility of peace procedure. There was a strike; the parties could not be brought into agreement on prices nor could a joint application for arbitration be secured. The employer requested the Board's opinion of fair prices for the 347 kinds of performances required of the work people. The employees returned to work pending the Board's recommendation. The Board investigated and recommended the prices which are here reported on page 90. Both parties accepted the Board's advices concerning what they ought to do and submit to in order to adjust the controversy. The recommendations thus had the same effect as an award rendered on a joint application.

Another variety of method is exemplified in the Board's mediation at Lynn. Lynn, in past years the scene of tur-

bulent contests between employer and employed, has given much consideration to certain plans proposed by public-spirited citizens solicitous for preserving industrial peace. The mutual independence of its many labor unions was an obstacle to their concurrence in any suggested peace pact, as a trade agreement is called in that great shoe center. Some degree of concentration has of late facilitated the acceptance by a growing number of adherents of a scheme that may yet become general in a modified form when experience has furnished some further data for improvements necessary to convince the skeptical. The agreement to which several manufacturers adhere has created a joint conference committee of employer and employed. The Lynn adjustment board, as it is named, differs in several respects from the local boards specified in section 15 of the labor law, which are special and temporary, and is all the better for being permanent. Hundreds of cases are settled by the secretaries of its component sections; many accommodations are arranged by the full adjustment board without strike or lockout, and difficulties not so composed are referred to this Board much the same as local boards ask, in the name of the Commonwealth, "the advice and assistance of the State Board." Nine such controversies submitted to this Board in 1915 are recounted in the following pages. In each case the Lynn adjustment board and the parties stated the controversy and deposited the evidence with this Board, and the recommendations of the State Board were accepted by all concerned.

Thirty-two labor disputes embracing 110 points of controversy arising in Brockton shoe factories were settled in

1915 pursuant to the trade agreement existing for years and now general in the chief industry of that city. Mr. T. J. Evans, Secretary of the Brockton Shoe Manufacturers' Association and the agents of several crafts included in the Boot & Shoe Workers' Union happily discovered, when conferring with a view to agreeing upon the statement of issues they would refer to the arbitration of this Board, that in these cases it was quite as easy to agree upon the terms of final adjustment.

Under chapter 347 of the Acts of 1914, as amended by chapter 108 of the General Acts of 1915, the Board on September 20 brought complaint to the Central District Court of Northern Essex against a master builder for advertising in the "Haverhill Evening Gazette" of August 3 for experienced carpenters without plainly and explicitly mentioning in such advertisement that a labor trouble existed among his employees, this being a violation of the statutes above cited. On October 8 the builder was found guilty.

REPORTS OF CASES.

REPORTS OF CASES.

LOOM FIXERS — NEW BEDFORD.

Responding to a request for the Board's mediation in a threatened strike of "change fixers" in the Hathaway and Acushnet Mills of New Bedford, received from the loom fixers on October 16, 1914, the Board communicated with both parties, and having made suitable arrangements, presided at a conference on November 2, 1914.

It appeared that the adjustment of looms to ordinary operation is supplemented by special adjustment when a new weave is required. It is the change fixer who puts in the warp, changes the gears, installs the pattern chain and starts up the warp; careful to establish the right counts of the filling and to break out none of the yarn, he finally takes off a piece of cloth for approval. When the ordinary adjustment of looms which falls to the care of the regular loom fixer is resumed, the change fixer is required to do such other work as the overseer or second hand may demand. The Loom Fixers' Union includes both kinds of adjusters.

On November 12, 1914, the New Bedford Cotton Manufacturers' Association forwarded to the loom fixers a classification approved by the employers, and stated that the mills in question would conform to the prices. The union rejected this, and after some delay submitted counter propositions. On December 15 the New Bedford Cotton Manu-

facturers' Association renewed its offer, and negotiations were resumed under advice of the Board.

On December 29, 1914, this advice was sent to both parties: —

Having conferred with both parties relative to the controversy between the Acushnet and Hathaway Mill Corporations and its change fixers as to wages, and considered the testimony presented, the full Board herewith transmits its recommendations.

The representative of the corporations submitted the following schedule for change fixers, and agreed to put the same in effect Monday, December 21, the increase in wages for changers then employed to date back to November 2, 1914: —

Grade 1. — Changers qualified to start any kind of fancy work, and whose work is generally satisfactory to the employer, \$14.30 per week.

Grade 2. — Changers who are qualified to start fancy work in medium grade only, or who for any reason are not considered up to the standard of Grade 1, \$13.30 per week.

Grade 3. — Beginners and those of limited experience, and others who because of age are unable to perform the work required, \$12 per week.

The wages of any changers now in the employ of the mills not to be reduced.

While this schedule directly relates to wages to be paid to the change fixers employed by the Acushnet Mills Corporation and the Hathaway Manufacturing Company, the Board has knowledge that it has or will be adopted by other cloth mills in the city.

The representative of the corporations named and representatives of other mills associated with him, in conference before the Board, have assured the Board that it was the desire of the members of the Manufacturers' Association to deal fairly with employees in making classifications contemplated by the schedule, and they hold the opinion that a trial would demonstrate its advantages to both parties.

The Board holds the opinion that opportunity ought to be given the employer to establish the schedule as it is presented in his proposition in order that both parties may test its fairness and adaptability, and recommends that the employees join with the employer in giving the schedule a fair test.

Pending the period of probation, the petition for investigation filed by you on October 16 is continued for three months from December 21.

This does not mean that the case cannot be reopened within the time specified. Any complaints or grievances submitted by either party in relation to the installation or continuance of this schedule may properly be presented to the Board for its consideration and action.

Oral reports to the effect that there was discrimination against employees in the matter of grading was received, and some instances of reduction were alleged. The employers explained that former wages were not reduced, but if it were found that in the gradation a change fixer had been unduly raised, the mistake would be corrected. The employee would be restored to the old rating in any instance of reduction pending a disposal of the proposition relating to the reduction of wages paid to changers. The rating and grade of one J. Heyes became the subject of acute discussion. The employer who had discharged him gave to the Board as a reason that there was a lack of work for men of his degree. It appeared that he was eager to work and had been hired again on the employer's terms, which meant a grading down and a lower wage.

On February 3, 1915, the following ruling was communicated to both parties:—

The Board has considered your letters of January 18 and 25 relative to the wage of "changers-over" employed in the several mills of New Bedford. At conferences held in December the manufacturers, represented by a committee, informed the Board that it was their purpose to put in operation a schedule of wages for "changers-over" which would include the Acushnet and Hathaway Mills, the wages of the employees in which the Board was investigating. The schedule to be put in operation on the 21st of December, the Board was informed, would not result in a decreased wage of employees in the mills.

The Board recommended that the employees give the schedule a trial in the Hathaway and Acushnet Mills, with the knowledge that the same schedule was to be put in operation in other mills repre-

sented at the conference. The Board is informed that the schedule as put in operation at the Acushnet and Hathaway Mills did not result in a decrease in wages of employees of those mills, but that in certain other mills a like result has not been found, it being the contention on the part of certain mills that a "changer-over" whom they had chosen for any reason to lay off might be again employed, and when so employed could be rerated, and at a lower rate of wage than had theretofore been paid to him. This action has been called to the attention of the Board, and at conferences held on January 21 and February 1 it was asserted to be the right of the employer so to deal with "changers" in the mills.

Such a course of procedure on the part of the employer necessarily involves the claim of right to reduce a wage formerly paid to the employees, and gives occasion to the claim on the part of the employees that the schedule and plan proposed by the employers as put in operation under a claim of right has resulted in the reduction of wages in instances, particularly those where the wages paid were greater than those to be paid in accordance with the schedule proposed. The Board finds that the schedule as adopted and carried out does not afford the security for the age of the employees which by the statement of the employer he was led to believe would be involved in the plan and schedule proposed, and is in effect a violation of the clause contained in the proposal of the management of the several mills, voluntary parties to the controversy.

The Board is of opinion that the adoption of the schedule recommended for trial at the Acushnet and Hathaway Mills by the management of a mill in which a higher price has prevailed than any one of those contained in the schedule, provides an opportunity to establish a lower wage, and this fact is bound to invite controversy inimical to industrial peace and public welfare whenever the management of a mill attempts to avail itself of the opportunity so provided.

The controversy at first related to conditions existing in the Acushnet and Hathaway Mills only, but it had come to involve in one way or another nearly all the mills of New Bedford. The treasurer of the Soule Mill stated his view of the case in a letter dated February 5, 1915.

The impression seemed to prevail that certain change fixers were laid off as of a Friday and rehired shortly after on a reduced basis.

We have gone into this matter carefully, and consulting our pay roll list we find the following to be the case. Four of the changers were immediately raised to the new standard, namely, \$14.30 instead of \$14.07. The balance were fixers whose sections had been stopped, and they preferred to be retained as changers until their section was again started up. The only employees who were rehired were four in number, three of whom were laid off on December 5, which was prior to the new schedule, or before we had knowledge of any contemplated change. These men were rehired at \$13.30 about January 5. The other employee, mentioned as being a man capable of starting up any class of work, we find on full investigation was a Mr. Buckley. He likewise was laid off on December 5 and rehired on January 19 at the rate of \$12, and at his request. This employee is about sixty years old and would not have been considered were it not entirely within the spirit of helping an old employee by taking him on at this new rate.

It would seem to us that any way to interpret the schedule other than clearly understood by the manufacturers would work untold hardship to just such individuals as Mr. Buckley in question.

Meanwhile a difficulty growing out of alleged intimidation was the object of the Board's mediation between the management and employees of the Whitman Mills at New Bedford. A strike of 73 loom fixers and section hands, in resentment of alleged discrimination against members of the union, took place on March 8. They further contended that the agreement had been violated by discharging employees and hiring them later at lower rates, and that intimidation had been practiced by threatening to discharge industrious and inoffensive relatives in other departments. The mill officials declared that the charges were without foundation. The Board inquired of the parties, ascertained the facts, gave advice with a view to preventing the disaffection from spreading to other departments, advised conferences and inoffensiveness pending negotiations. The employer accepted the mediation of the Board, but the strike leaders

were indifferent, saying that the union was too incensed to correspond with the Board's proposals.

A conference of parties, however, was held on March 17 in the presence of the Board at New Bedford. The employer was willing to restore the strikers to their former places without prejudice. Minor matters remained to be discussed when the meeting dissolved, but the good feeling that had begun to prevail gave promise of an early agreement, and such was the posture of affairs on March 22. On the 26th, as the result of the continued conference, an agreement was reached which was ratified by the union on March 27; all hands returned on Monday the 29th.

On April 5, more than the three months having elapsed, the Board notified the employees that it was ready to continue its mediation between the parties. After April 14, a request having been received from the employees that no further action be taken in the matter, it was believed for awhile that the controversy had been abandoned; but the difficulties began again and were the occasion of the following reports on May 21:—

Report of the State Board of Conciliation and Arbitration in the matter of the controversy at New Bedford between the Whitman Mills and about 70 loom fixers and loom changers employed in the weaving department in Mill No. 1.

Pursuant to the provisions of statute as contained in section 11, chapter 514, of the Acts of 1909, amended by St. 1914, chapter 681, the Board has investigated the cause of the controversy with a view to ascertaining which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and hereby makes its report, finding such cause and assigning such responsibility or blame, the parties not having agreed upon a settlement, the Board being so informed on May 19 by John Hobin, representing the striking employees.

The inquiry was held in the hearing chamber, Municipal Building, on April 9, at 1.30 P.M. The parties were represented by John Hobin, for the employees, and William A. Congdon, agent, Albert G. Mason, treasurer, and William O. Devoll, secretary of the New Bedford Cotton Cloth Manufacturers' Association, for the employer. The testimony presented was to the effect that about 70 fixers and changers left their employment on Friday, April 2, alleging as a reason therefor that the "spirit of an agreement" previously entered into had been broken in that the company had retained in its employ certain persons whom the employees, parties to the agreement, described as "strike breakers" and "incompetent." It appeared that all the persons who had participated in the strike were given employment upon their return to work in accordance with the terms of the agreement by which a settlement of the strike had been effected, but the employees insisted that all who had been given employment during the continuance of the strike should be discharged. To this request the company declined to accede and retained several such persons in its employ. The employees did not proceed to the consideration of the grievance complained of in accordance with the requirements of the organization to which they belong, and the strike was not authorized by the organization and was undertaken contrary to the advice of Mr. Hobin, business agent of the organization.

Upon these facts the Board is of opinion that no proper occasion for this strike appears, and that the employees who disregarded the advice of their business agent, the rules of their organization and the contract which had been entered into by them, are mainly responsible and blameworthy for the existence and continuance of this strike. The Board, therefore, recommends that those who left their employment for the reason alleged and in violation of their contract return to work. Thereafter, if any grievance is found to exist, the Board further recommends that it be remedied through the efforts of proper officers of their organization, or by conference with the employer, or by the methods provided by law for the accomplishment of an amicable settlement, to the end that industrial peace may be secured and maintained.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

Report of the State Board of Conciliation and Arbitration in the matter of the controversy between the Whitman Mills and about 125 of the weavers employed in the weaving department in Mill No. 1 at New Bedford.

Pursuant to the provisions of statute as contained in section 11, chapter 514, of the Acts of 1909, amended by St. 1914, chapter 681, the Board has investigated the cause of the controversy with a view to ascertaining which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and hereby makes its report, assigning such cause and ascertaining which party thereto is mainly responsible or blameworthy, the parties not having agreed upon a settlement.

The inquiry was held in the hearing chamber, Municipal Building, on May 19, at 1.30 P.M. The employees were represented by Francis J. Duffy, Jr., secretary of the New Bedford Cotton Weavers' Protective Association, and its business agent. The company was represented by William O. Devoll, secretary of the New Bedford Cotton Manufacturers' Association. The testimony presented by Mr. Duffy was ample, clear and sufficient to enable the Board to determine the cause of the controversy and fix the responsibility therefor.

On April 27 the Board received a communication from the New Bedford Cotton Weavers' Protective Association, 746 Pleasant Street, by its secretary, Francis J. Duffy, Jr., notifying it that a strike was threatened and informing the Board that a shop meeting of the Whitman Mill weavers would be held in the evening of that date. A representative of the Board went to New Bedford and attended the meeting by invitation of Mr. Duffy, having first secured from William A. Congdon, agent of the Whitman Mills, an assent to attend a conference of parties at any time that might be arranged. The Board's representative informed the weavers of the opportunity to present their grievances in this way, and urged them to join with the employer in adjusting the differences between them by means of such conference.

John Hobin, secretary of the Loom Fixers' Association, who was present, followed with a speech of an entirely opposite tendency, stating in effect that the Board was discredited in New Bedford and specifically that the work people could win their case much better by going on strike than by having any consultation with a peace commission of the Commonwealth.

Mr. Duffy, on April 28, at 12.05 P.M., informed the Board by telephone that the further consideration of the question whether to strike or negotiate a settlement was postponed to Friday, April 30, and that

the Board would be further informed by him on Saturday, May 1. No information was received from him on that date.

It appears, however, that a committee was chosen at a meeting on Friday night. This committee, accompanied by Mr. Duffy, conferred with officials of the company on Saturday. The committee required, among other demands, that the company reinstate the fixers and changers who were on strike and discharge non-union employees. During the conference Mr. Duffy asked if the company would discriminate against any of the members of the committee by reason of such service. The employer replied that he would not.

On Monday, May 3, Mr. Duffy stated that several weavers left their work because the overseer told one of the weavers who had served as a member of the committee to "take a good, long rest." The weavers took it for granted that she was discharged, and that by this act discrimination was shown. The weavers did not inform their business agent of this new controversy, or inform any official of the Weavers' Protective Association, or attempt to present any matters in controversy for the consideration of the organization in which they held membership. They disregarded the interests of the employer, they ignored the rules and regulations of their union and created a situation which was bound to embarrass their business agent, interrupted a continuance of friendly conferences with the employer, disturbed the industrial peace of the community, and failed to observe the provisions of statute which impose upon them a civic responsibility to assist in the maintenance of industrial peace, and those who participated are mainly responsible and blameworthy for the existence and continuance of this strike.

The Board recommends that those who participated in the strike who have not resumed employment return to their former positions, and advises the employer to permit such return, and, if matters of controversy then exist, endeavor by the means provided by the organizations to which they respectively belong to adjust such controversies, to the end that former harmonious relations may be restored.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

ALDEN, WALKER & WILDE — WEYMOUTH.

On January 7 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Alden, Walker & Wilde, shoe manufacturers of Weymouth, and employees in their finishing department. (1)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by Alden, Walker & Wilde at Weymouth for the work as there performed: —

	Per 12 Pair.
Ironing bottoms (with cold iron): —	
Forepart and shank,	\$0 03½
Forepart, shank and top-piece,	04¼

By the Board,

BERNARD F. SUPPLE, *Secretary.*

JOURNEYMEN TAILORS — HOLYOKE.

On January 7 it came to the notice of the Board that a strike in the tailoring industry at Holyoke was impending. Frank J. Hegy and a journeyman in his employ, Joseph Milos, the president of the Journeymen Tailors' Union, had severed their relations, one claiming that he had been discharged, and the other that Milos had "thrown up his job," on January 5. While the union, in support of its president, was considering the question of a general strike, the Merchant Tailors' Association upheld Mr. Hegy, and, to emphasize their support, announced that open shops would be declared in the event of a strike at Hegy's. The strike went into effect on the following day, January 8. The members of the Merchant Tailors' Association put cards in their workshops,

announcing that they were to be known as open shops on and after January 9. The president of the Merchant Tailors' Association was M. A. Marks; the secretary, M. S. Spies. The total number of journeymen tailors engaged by the members at that time was 38.

The Board had separate interviews with the parties on January 12 at Holyoke, and recommended as a prompt way to end the difficulty that matters be restored to their former conditions, pending such conference as the Board might arrange. The Merchant Tailors' Association accepted the recommendation as thus told on January 19.

MR. CHARLES G. WOOD, *State Board of Conciliation and Arbitration,*
Boston, Mass.

DEAR SIR: — The Merchant Tailors and myself have complied with your suggestion, the members taking down the open shop signs, and I willing to take back all the men as before the strike as far as I have work for them, pending the conference, of course.

Now, the men did not come back to work and the strike is still on. The association is anxious to have this thing settled as soon as possible. We cannot make any plans until then. If we can't get fair treatment we shall be obliged to run open shops, and the time to do it is now; we can't afford to wait for the busy season.

Hoping that you will do your best to expedite matters, I remain,

Very truly yours,

FRANK J. HEGY.

On January 22, the parties met in the presence of the Board and agreed to resume their former inoffensiveness, pending a final settlement. The strike was declared off on January 29.

On February 19 a conference of parties took place in the presence of the Board at Holyoke, and on March 3 the Board made the following report: —

It appears that a form of agreement, designated "first-class bill of prices," regulating a wage for work performed and containing other conditions of employment, binds the parties to the performance thereof for three years beginning April 1, 1913, and terminating April 1, 1916. Such an agreement obtained between Frank J. Hegy and the Journeymen Tailors' Union.

Joseph Milos, president of the union, was employed by Mr. Hegy on January 5, 1915, and had been so employed for over four years. On the date specified, shortly after 8 o'clock in the morning, Hegy reprimanded Milos for laying new material, in process of making, on a shelf, the surface of which was covered with dust. Then followed an interchange of remarks, and the parties severed employment relations. Whether Milos was discharged or voluntarily gave up his position is immaterial. In either circumstance each party was fully within his rights.

It was asserted to the Board that the complaint made to Milos by the employer was inspired by members of the Merchant Tailors' Association as a step in a premeditated effort to "break up" the union. The Board found no evidence to sustain this contention nor any motive therefor.

The Board is of opinion that the controversy was the result of a sudden breach in the normal relationship of Hegy and Milos as employer and employee, and their relations as such should be determined by them. The Board expresses a hope that the resumption of friendly relations established by the parties upon the Board's recommendation will be continued to their mutual advantage. The act of calling other employees out and declaring a strike against Hegy was a violation of the contractual relations existing between the parties, although in the absence of a provision therein for the settlement of disputes, and thinking that a plot existed to disrupt their organization, the members of the union contended the action was justifiable.

At a conference at Holyoke on February 19 the Board recommended to the parties an addendum to the form of agreement that would provide a method by which disputes could be amicably adjusted without disturbing conditions contemplated and established by the trade agreement. After considering the recommendation the parties agreed that the following provisions should be added as a part of the existing form of agreement subject to the acceptance thereof by the employer and the union: —

There shall be no lockout or strike during the life of the trade agreement between the parties. Disputes which may arise over the interpretation

of any clause in the said agreement, or for any reason, shall be referred to a conference committee chosen by the parties, composed of three members of each party to the said agreement. If the committee so chosen fails to obtain an amicable settlement, the question or questions in dispute shall be referred to the State Board of Conciliation and Arbitration for determination.

During March several letters were received from the union, stating that a strike was contemplated to emphasize the objection to working with non-union men. The Board gave such information from time to time as was calculated to avert the strike.

On March 31 there was a conference of parties at Holyoke, at which the Board presided. It was alleged that three of the employers had been sending large quantities of work to shops in Springfield and elsewhere in violation of the existing agreement, and that still another shop was employing a non-union journeyman. The conference resulted in the parties accepting the foregoing addendum as part of the existing agreement and affixing their names to it.

Towards the middle of April it was learned that Messrs. Spies and Kessler had refused to sign the agreement, and that the employees in view of alleged offences were contemplating a strike in the shops of both these employers. On the 16th Mr. Spies informed the Board that he would sign the agreement, and the president of the employers stated that he would call a meeting for the purpose of selecting a conference committee. This promise was renewed by his successor, Mr. Stone, on April 26.

On May 2 but one difficulty remained. The employees complained to the Board that no understanding of any kind could be reached with Mr. Spies, who stated substan-

tially that he desired the Board to pass upon the matters in dispute. The president of the Journeymen Tailors' Union wrote to urge the Board to compose the difference, saying that the journeymen also were willing to refer the matter to the arbitration of the Board. The strike of journeymen tailors in Holyoke came to an end when a joint application was filed on May 6, 1915, as stated below.

MILTON S. SPIES — SPRINGFIELD AND HOLYOKE.

The following application was filed on May 6: —

MAY 5, 1915.

To the State Board of Conciliation and Arbitration, Room 128, State House, Boston, Mass.

The undersigned respectfully represent that there is a controversy between Tailors' Union Local 245 and Milton S. Spies of Holyoke, whose business of tailoring at 346 High Street affords employment to 8 in a branch of the industry called tailoring.

It is agreed that the persons executing this application on behalf of the parties hereto are duly authorized so to do.

The controversy, concisely stated, is giving work to out-of-town journeymen (Springfield) in violation of our agreement.

The undersigned hereby apply for arbitration of the controversy and submit the question: Is the agreement violated?

The parties request that the hearing on this application be given in the office of the Board at the State House without public notice.

The parties hereby promise and agree to continue in business, or at work without lockout or strike, until the decision, if made within three weeks after the date of filing this application.

MILTON S. SPIES,
Employer.

TAILORS' UNION LOCAL 245,
JOSEPH MILOS, *President*, 128 Lyman Street, Holyoke,
Agent for the Employees.

On June 18 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Milton S. Spies, merchant tailor, of Holyoke, and his employees. (23)

Having considered said application and heard the parties on May 26, investigated the character of the work and the agreements and conditions under which it is performed, which is the subject-matter of the controversy, and interrogated the persons so performing the work on June 17, the Board awards that the agreement between the parties has been violated by Milton S. Spies by giving work to out-of-town journeymen.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

On June 25 Milton S. Spies notified the Board that he would not be bound by its decision 60 days after date, and shortly we were informed that Mr. Spies gave the same notice, as required by law, to the journeymen.

On September 27 the following letter was sent: —

MR. JOSEPH MILOS, 41 Chestnut Street, Holyoke, Mass.

DEAR SIR: — Responding to your inquiry of September 19, I enclose a copy of the law marked where the sixty-day notice is provided.

An award of this Board ceases to be effective on the expiration of a sixty-day notice of intention not to be bound by it; the notice may be given by either party in interest to the other, and to this Board.

If there is a controversy between the parties affected by the notice, it may be submitted to this Board like any other dispute. The old case does not "reopen" automatically, but the controversy becomes the subject of application of both parties for a decision. If only one party makes such an application the Board will endeavor to bring about a reconciliation. If both parties join, the Board will decide between them. I enclose a required form of application which you may return to this office signed by either or both parties.

In seeking Mr. Spies' signature you may possibly arrive at an agreement in settlement of the dispute. Such an ending is very much to be desired, since it is always best to make friends with an adversary.

In any event, the Board will do all that is permitted in the interest of peace.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

No further motion was made by the parties concerned, and the Board took no further action.

BRICK MASONS, ETC. — HOLYOKE.

On the 12th of January 9 plasterers inhabiting the city of Holyoke, dissatisfied with the attitude of the employer, went out on strike to emphasize their repugnance to working in the erection of the new Hotel Nonotuck with plasterers from New York City whom they accused of having no proper union cards, and solicited the mediation of the Holyoke Chamber of Commerce. The contractor hired men from Boston and other places to fill the vacancies left by the strikers. The difficulty extended to masons and mason tenders, and from the new Hotel Nonotuck to the Holyoke National Bank building. The painters began to protest against the employment of non-union painters engaged in church renovation.

The Board investigated on the 13th and 14th and was informed that the New York masons there employed claimed that their membership in their home organization was all that was necessary for them to consider. Suitable advice was given, and at the end of a week the plasterers and masons voted to return, as also the mason tenders after some vacillation. Despite the fact that all were willing to return to work, the contractor declined to restore them to

their former positions. Other mechanics, he said, having been engaged to take their places, were to remain at the building until the plastering was completed.

The strikers obtained other work and the difficulty passed from notice.

CABLE MANUFACTURING COMPANY — BOSTON.

The business agent of the Cap Makers' Union reported on January 12 that there was a strike of long standing at the works of the Cable Manufacturing Company at Boston, and he requested the Board to arrange a conference of parties on the next day following. The employer said in response to inquiries that the manufacture of caps had been abandoned, and that there was no work for those who went out and no controversy with present workmen.

The agent did nothing further.

G. M. PARKS COMPANY — FITCHBURG.

In the second week of January notice of impending strike was received from Fitchburg. The Board inquired of the employer, the G. M. Parks Company, and learned that there would be no change in the company's attitude towards the workmen, as follows: certain men who had discharged themselves at a time when work was slack desired reinstatement; whatever work the company might provide in dull seasons would be for those who remained loyal and at their post; towards the men who quitted the company's employ there was no ill will, but unfortunately, no work; whenever business improved the company would be willing to re-employ them.

The reply was communicated by the Board to the men with advice not to strike. A letter was received from the union on January 14, announcing that the advice was accepted and the contemplated strike abandoned.

FLOOR-LAYERS — SOMERVILLE.

Several days after his floor-layers had abandoned a large job at Somerville, Joseph M. Day complained on January 29 that the men had struck, and alleged as a reason therefor that "it was an unfair job." He expressed a belief that they had been incited to do so by others who entertained a grudge against him for past controversies.

A conference of parties in the presence of the Board was held the next day, but no agreement was reached. The meeting dissolved with reciprocal assurances of contesting the rival claims before the law courts. Shortly after the employer moved his business to another part of the State, and there were no further proceedings.

PAINE SHOE COMPANY — MARBLEHEAD.

The Paine Shoe Company of Marblehead on February 1 sought the Board's mediation. It appeared that turnworkmen were opposed to day prices, though they agreed to such terms on occasion for the sake of industrial peace. Such a suspension of their rule was, however, rare and on the eve of abolition. The employer feared that piece prices were a temptation to undue haste and reckless carelessness. The workmen claimed that the employer was not obliged to

retain a workman who was careless. The employer said that to discharge a man for any reason would lead to trouble with the union. In this case two stockfitters were in question; one had been working by the piece and the other was paid by the week. The employees refused to review the agreement which permitted such a difference. A conference of parties in the presence of the Board was had at the factory on February 3 and adjourned to meet at the State House on February 5, when an agreement was reached.

VALLEY PAPER COMPANY — HOLYOKE.

The following report was issued on February 3, 1915: —

In the matter of the controversy between the Valley Paper Company and 42 female employees in its rag-room department at Holyoke.

Pursuant to the statute of 1909, chapter 514, section 11, as amended by St. 1914, chapter 681, this Board has investigated the cause of the controversy with a view to ascertaining which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and makes its report, finding such cause and assigning such responsibility or blame, the parties not having agreed upon a settlement.

The inquiry was held in the aldermanic chamber, City Hall, on January 22. Two sessions were held, the first beginning at 1.30 P.M. and ending at 5.35 P.M., and the second beginning at 7.30 P.M. and closing at 9.40 P.M. The witnesses were sworn, and the testimony presented by both parties to the controversy has been entered in the Board's records. From the testimony so presented it was shown that on or about January 1, 1915, the Valley Paper Company, by its treasurer, George F. Fowler, caused notice to be given the employees in the rag room that the piecework method which had prevailed for many years would be abolished and a system adopted by which all employees engaged at rag sorting would be paid a day wage of \$1.10 for 9 hours' labor 5 days of the week, and 5 hours on Saturday, 50 hours to constitute a week's time of labor.

At the time the notice was given the employees, about 30, were working under the piece-price method, and 12 were employed at a day

price, receiving \$1.10 and performing the work described as overlooking or inspecting the material sorted by the pieceworkers, who were paid at the rate of 24 cents per 100 pounds of rags so sorted, and worked about $7\frac{1}{2}$ hours a day, or about 40 hours a week. The new system contemplated all employees as sorters, with no distinction in the work to be performed, the hours of labor or the wages to be paid. The employees contended that the system contemplated an increase in the work required of overlookers, and in the hours of pieceworkers, and deprived them of the opportunity to earn a higher wage, by means of a piece price, than that offered by the employer.

The employees were dissatisfied. According to the testimony, a conference with the employer on January 11 afforded an opportunity for an honest effort to compose the respective points of view relative to the new system; and the effort was made. The pieceworkers, unable to secure an offer other than \$1.10 for a day of 9 hours and 5 hours on Saturday, left the mill in a body. Twelve overlookers employed at a day price of \$1.10 completed their day's work, and did not return to their usual places of employment the next morning, joining with the pieceworkers in an endeavor to enforce, by means of a strike, a change in the price offered. The striking employees were justified in believing that a less wage would result from accepting the offer of the employer, and the Board finds that the cause of the strike was the employer's order to change a long-established system by which a reduction in wage would result.

The parties substantially agreed that the piece-price system prevailed in rag rooms in similar establishments, and that a substantial number of the employees engaged in sorting rags in rag rooms of paper-making establishments were performing the work under a piece-price system. Both parties agreed that the established wage for the work performed by overlookers is \$6.60 for a 50-hour week, but that the work required of overlookers is less arduous and exacting than that performed by the sorters under the piece-price system.

In response to the Board's interrogations as to what wage a sorter could earn working under a piece-price system, the testimony of the striking employees fixed the amount as ranging from \$7.50 to \$9. Foreman Auld admitted that \$7.50 was regarded in the trade as a fair average wage earned by pieceworkers.

The employer contended that the offer of \$1.10 a day to sorters and overlookers in the rag room is the prevailing wage in the industry. The Board does not hold this opinion. A substantial proportion of rag-room employees are working under a piecework system and earn a higher

wage, or have opportunity to earn a higher wage, than \$1.10 a day. The acceptance of the offer of \$1.10 a day by these employees, whose compensation was fixed by a piece price, would result in a less wage to them.

On January 18 a committee of four striking employees, chosen by and representing the striking employees, conferred with the employer, and presented for his consideration an offer to return to work at a price of 15 cents an hour, or \$1.35 for a day of 9 hours and 5 hours on Saturday, or \$7.50 for a week of 50 hours. The offer was declined.

Subsequently the Board conferred with the parties and endeavored by mediation to bring about an amicable adjustment, but the employer declined to confer with the striking employees or a committee representing them, on the ground that they had been paid off and could no longer be considered employees of the company. The employer also declined to join with the striking employees in the submission of the questions in dispute for determination by arbitration, either to a local board or the State Board, as defined by statute. The Board finds that the attitude of the employer is not one which makes for industrial peace, and that he is responsible for the continuance of the strike.

The work required of sorters in the rag room was described in the testimony of the employer as "the essential operation" in the production of a fine quality of writing paper. In the opinion of the Board there should be no controversy as to the right of the employer to change the system in the rag room and establish any method which in his opinion will result in an improvement in product or economy in production, nor should the employer be restricted in his right to determine the fitness and capacity of employees chosen and assigned to perform the work required.

The main point in the contentions of the employer and the employees is contained in the price offered and the price asked for performing the work by the method devised by the employer. The employer does not contend that the price offered is fair, but that it is the established wage in the industry. The Board is of opinion that \$6.60 for a week of 50 hours as compensation for women who are required to perform "the essential operation" of rag sorting is not a fair wage. The price asked by the employees, \$7.50 for a 50-hour week, is not unfair, and the Board recommends that it be paid by the employer.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

On February 8 Eagle Lodge No. 1 of the International Brotherhood of Papermakers notified the Board of intention to strike, but no date was fixed, pending the Board's efforts to bring about an accommodation. After many attempts to induce a voluntary conference of parties had been resisted by the employer, the Board, having issued summonses, met the company's representatives, Messrs. Fowler and Spencer, on March 10 in the City Hall at Holyoke, but they persisted in refusing to meet the employees, alleging that that would be a recognition of the union. The Board, deeming it inexpedient at the time further to detain the officers of the company, considered with the papermakers the threatened extension of the strike, gave suitable advice to the president of Eagle Lodge, and issued summonses to a public hearing on March 15. On that day the employer appeared with counsel and offered to give employment to all the strikers at \$7.20 a week as soon as the company had employment to give. The hearing was thereupon suspended and a conference of parties was had between Messrs. Fowler and Spencer, the company's officers, and Nathan P. Avery, Esq., attorney on the part of the employer, and a committee fully empowered to act for the rag sorters and papermakers. An agreement resulted which was speedily ratified by the unions involved. By the agreement four of the rag sorters were to return to work on the Monday next following, four others on the second Monday, and the remainder as soon as may be thereafter, at the rate of \$7.20 a week. No public proceedings were necessary in the circumstances, and the hearing was closed.

On April 21 the Board was informed that the agreement

of March 15 had no further result than the re-employment of eight of the women of the rag room. A letter was received from one of the disappointed strikers, asking the Board's mediation with a view to inducing the company to carry out its agreement. The company's reply to the Board's inquiries was substantially that no vacancies existed, that work was slack, and that the company had performed all that it had promised. But the Board was informed that organized labor at Holyoke believed that the nonemployment of the strikers was a studied attempt to evade the performance of the agreement. The Board besought the employer to take such action as would establish a contrary belief.

On June 7 the employer reinstated one of the disappointed strikers, and requested that further action by the Board be suspended until Mr. Fowler's return to Holyoke. The employer promised on June 29 to give work to one of the women who had not been taken back, but not until the first week of July; but he claimed that four others were not entitled to consideration since they had found work in other establishments. Such scant performance, however, did not suffice to convince the public that the agreement which ended the strike had been carried out in the spirit in which it had been made; for it was well known that the agreement would not have been ratified in the sense that the employer now gave it. The employer's attorney withdrew from the case. In the third week of August eight women, whose eligibility to re-employment was not disputed by the company, were given employment in the works of the American Writing Paper Company.

STEAM FITTERS — WORCESTER.

By Article VII. of the trade agreement in the Worcester steamfitting industry the employer's right to hire competent help was restricted by an assurance of preference for members of the union. The employment of non-union workmen while union members were idle was deemed by the organized craft a violation of the agreement, and became the subject of a conference of parties in February. The master steamfitters stated their understanding of the matter. The union contended that it was not in accordance with the agreement, and notified this Board on February 15 that the difference had grown to a controversy that ought to be settled. The Board in separate interviews established good will on both sides; the workmen's committee was assured that the employers would respect the agreement, and the controversy ceased.

JOHN J. KELLEY & CO. — WORCESTER.

An application was received from John J. Kelley & Co., wholesale liquor dealers of Worcester, on February 26, stating a controversy relative to interpreting an existing contract, section 2 of which forbade a foreman to perform the work of any employee. The undersigned in applying for arbitration desired the Board to determine whether Mr. Walter E. Marshall of the firm should be debarred from driving by reason of the terms of the contract. The Board appeared on the scene of the controversy and interviewed both parties on the first day of March. Mr. Kelley stated that Mr. Marshall was a junior partner and not a foreman. The

union refused to join in the application, notwithstanding the fact that their agreement stipulated that method of adjusting differences, as follows:—

ARBITRATION CLAUSE.

Cases of grievances or differences between employers and employees, including the discharge of men, if same cannot be settled by the representatives of the union and employer, shall be submitted to arbitration as hereinafter described. Within ten days after request for arbitration by either side a special committee, consisting of five members, two appointed by the employers, two appointed by the union, these four selecting the fifth, who shall neither be interested in the brewing or bottling industry nor be a member of any labor organization, shall organize and begin hearings forthwith, decision to be made as promptly as possible; otherwise the arbitration shall be transferred immediately to the State Board of Conciliation and Arbitration. Both the employer and the union shall abide by the decision of said special arbitration committee, or State Board of Conciliation and Arbitration, as the case may be, and pending such decision no strike or lockout shall be declared. This contract is to remain in force until next contract is signed by proprietors.

The foregoing had been indorsed by the International Union, United Brewery Workers of America, at Cincinnati, O., and by the Central Labor Union of Worcester. The next day the following letter was sent:—

To the Officers and Members of the Worcester Central Labor Union,
JAMES HEFFRON, *Secretary, 20 Madison Street.*

GENTLEMEN:—The Board on March 1, on receipt of a petition for arbitration from John J. Kelley & Co. in your city, wholesale liquor dealers having contractual relations with the Bottlers' and Drivers' Union, visited both parties to the contract and sought to bring about their reconciliation by direct agreement or otherwise to perfect a joint submission to arbitration. The contract provides conciliation or arbitration as a mode of adjusting differences without strike or lockout. The union in interest has refused to join in arbitration.

A contract of the kind cannot be broken without grave injury to the

reputation of the offending party and to others who are not directly involved. Confiding in your solicitude for the good name of organized labor in Worcester, of which you are the central body and the custodian of its reputation, the Board is impelled to inform you of these facts and to request your co-operation in composing the difficulty.

With the assurance that the Board will be grateful for your assistance in preserving industrial peace and esteem it a valuable contribution to the public service, I am,

Yours respectfully,

BERNARD F. SUPPLE, *Secretary*.

Pending a peaceful settlement Mr. Marshall quitted a performance which was objectionable to the drivers; the Central Labor Union considered the action final which was not so intended, and claimed that since there was no dispute there was nothing to arbitrate. A fortnight passed; the Board interviewed the employer on March 19, and the application was placed on file at his request.

COGHLIN ELECTRIC COMPANY — WORCESTER.

Many points of controversy between the Coghlin Electric Company of Worcester and the organized electrical workers had, through this Board's mediation, been reduced to two at the close of 1914. Conferences were resumed in March, 1915, but no agreement was reached. The employer was willing to enter into agreement to prefer members of union No. 96 for employment while reserving a right to hire competent labor at all times; he insisted that such men as he might hire should be treated with the same consideration as would be afforded under the agreement to union members. The union refused to entertain a proposition that contemplated an open shop tempered by preference for members of a union.

GEORGE E. KEITH COMPANY — BROCKTON.

On March 9 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and employees in the stitching department of Factories Nos. 1, 2 and 3. (2, 3, 4)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George E. Keith Company at Brockton, for work as there performed: —

Stitching (12 pair): —

Jersey backstays, white-tagged, post machine, Factory No. 1,	\$0 06½
Plain topfacings, Factory No. 1,	03
Plain topfacings, Factory No. 2,	02½
Plain topfacings, Factory No. 3,	02½

Buttonholes, Factories Nos. 1, 2 and 3: —

Marking for buttonholes, by the day: —

If employment has not exceeded six months,	1 25
If employed for more than six months,	1 50

Finishing by machine: —

By agreement of the parties the price for 100 buttonholes shall be 3 cents.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

M. N. ARNOLD SHOE COMPANY — ABINGTON.

On March 9 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between M. N. Arnold Shoe Company and its employees in the lasting department of Abington. (5)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-

matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board decides that the "Pilot" last in the factory of M. N. Arnold Shoe Company at Abington is a high-toed or difficult last.

By the Board,
BERNARD F. SUPPLE, *Secretary*.

CLOTHING WORKERS — BOSTON.

The danger of a general strike against a restoration of the "piecework system" in men's clothing workshops was apparent in a vote of the Boston Garment Workers' Union on February 23. There was no complaint against the wages then in vogue, but the members declared that piece prices had been a constant irritation, and if introduced again would be a never-ending source of trouble. As stated to this Board by their agent, Samuel Zorn, on February 11, more than 5,000 employees were prepared to reject it at the outset. It appeared that in several small shops some 300 all told were already on strike against diminished earnings, and that negotiations between the employers and employees were progressing to a settlement; but in Mr. Zorn's opinion the danger of a general strike had passed away, and a two-year agreement was expected to become effective in April.

There had been a large secession of members from the United Garment Workers of America into a new union known as the Amalgamated Clothing Workers. The rivalry of these organizations rendered negotiations difficult. Advice suitable to the situation was given the parties from time to time. The parties had many conferences. The general

industrial strike did not take place; but the members of the old and new unions came to blows in the vicinity of the clothing shop of Leopold Morse Company.

LEOPOLD MORSE COMPANY — BOSTON.

A labor trouble which was neither a strike nor a lockout, but which received in course of time the name of strike, broke out among the employees of Leopold Morse Company, clothing manufacturers of Boston, on or about March 10. The United Garment Workers are in organic connection with the regular labor movement known in this country as the American Federation of Labor. A large number of the men and women working on men's clothing had seceded from the Federation and organized an opposition party known to clothing manufacturers as the Amalgamated Clothing Workers. Many workmen and workwomen, not knowing which group would become the more powerful, solved their doubts by joining both bodies. The firm was under contract with the American Federation of Labor to employ none but union men, and a large number quitted the opposition and returned to the United Garment Workers. The seceders opposed this defection and picketed the approaches to the company's workrooms in order to bring back to the newer organization those who would return to the old. There were street disturbances and arrests. The Board investigated and conferred with all parties in interest through their agents and representatives. Such a case is not contemplated in the law of this Board's action.

On March 13 the American Federation of Labor, through

General Organizer Frank H. McCarthy, sent out circular letters to all members of the unions engaged in the manufacture of men's clothing, urging them to remain affiliated with the United Garment Workers' Union, since that union is the only one in the men's clothing trade recognized by the American Federation of Labor.

The letter is as follows: —

On account of the misstatements that have been made concerning the attitude of the American Federation of Labor in relation to the controversy now existing among the tailors employed by the firm of Leopold Morse Company, I wish to say, as the New England representative of the American Federation of Labor, that the only union of garment workers on men's clothes that is recognized by the American Federation of Labor and all other trades-unions is the United Garment Workers of America, and as the firm of Leopold Morse Company has entered into an agreement with that national union for the use of its union label and the employment of none but its members, Leopold Morse Company is therefore a union firm, and all people employed by it have the backing and the support of all union labor.

I wish further to assure you that the wages agreed upon after your last strike are going to be maintained and no reduction of any kind allowed by the union, I will also say the hours of labor are to remain the same, and union conditions of labor will be strictly adhered to; consequently, I urge that you return to your work and affiliate yourself with the United Garment Workers' International Union, the organization that is affiliated with and supported by the American Federation of Labor.

On March 27 the employer issued a statement concerning the trouble: —

"The Leopold Morse Company is the innocent victim between two fighting factions," is the essence of a statement given out by E. J. Goulston, advertising manager of that company, last night, in regard to the strike of the garment workers employed in its down-town factory. He also asserted that the strike was brought on by certain leaders of the Amalgamated Garment Workers' Union, which is affiliated with the

Industrial Workers of the World against the American Federation of Labor workmen, who are employed by this concern and who have been under agreement with the Leopold Morse Company for twelve years.

"The Leopold Morse Company pay the highest wages and give the shortest hours, and allow its people to work under more ideal conditions than any other shop in America," declared Mr. Goulston. "Our shops are held as models of the finest clothing shops in America. Samuel Gompers, head of the American Federation of Labor, in an interview in New York, indorses the stand that the Morse Company has taken in this strike. This company is in its sixty-third year, and for the last twelve years has indorsed the American Federation of Labor, which stands for all that is good and beneficial in unionism.

"The entire resources of the Leopold Morse Company are behind the American Federation of Labor in this fight, and our faithful working people, although threatened with personal violence, are remaining loyal to us. It is a pity that in this age a man cannot come to work because he has been written to and told that if he does go to work he will be killed. This has happened to several of our employees. We have letters from them telling us that they would be glad to work, only that they have received letters which state that if they do they will be killed.

"This strike is not a question of wages, hours or working conditions, but merely of leaders who are known throughout the country to be cunning and grasping, and working for their own self-interest, who have brought this situation about. The Leopold Morse Company is determined to fight to the bitter end, no matter what the cost, and the firm intends to see it through.

"We have already had offers from other cities for men to go to work, but we feel that the situation will quickly clear up, and that our first allegiance is to Boston. But if this situation does not clear up speedily we will fill our shops from other cities, and protect the workers adequately, feed and house them all, and take all necessary care of them.

"This whole trouble started about a year ago, when certain members of the American Federation of Labor Garment Workers' Union wanted to take things into their own hands, and seceded from the union. Since that time they have been fighting the better organization, and we are the innocent victims. The Leopold Morse Company, however, will stand back of the American Federation of Labor, and will use its enormous resources to win this fight for the right."

The question was not one of union conditions, wages or hours, but simply which organization would it be expedient for the employer to recognize. The Boston Central Labor Union on Sunday, May 2, passed the following resolutions: —

Whereas, An organization known as the Amalgamated Clothing Workers of America is soliciting funds by subscription for what they call a strike against the firm of Leopold Morse Company, clothing manufacturers of Boston, we desire to call your attention to the facts: —

1. The Amalgamated Clothing Workers are a seceding body from the United Garment Workers of America, and have no recognition in the American Federation of Labor, State federations or central bodies.

2. The firm of Leopold Morse Company has used the union label of the United Garment Workers for over ten years. At the expiration of the agreement last March efforts were made by the seceding garment workers to have the firm recognize their organization. The firm decided to remain under agreement with the *bona fide* organization, the United Garment Workers of America, affiliated with the American Federation of Labor.

3. The seceders, as a result, are making a fight on this firm, and have been picketing their shops and slugging the members of our organization to prevent them from working.

4. They are using every effort to slander, abuse and misrepresent facts to destroy our local union in Boston.

5. There are less than 150 out of a total of 600 employed by the firm out of employment, and the majority of these are kept away by intimidations and acts of violence.

6. There is no question of union conditions, wages or hours of labor in the controversy; it is simply a question of which organization the firm will recognize, our Local Union 1, United Garment Workers of America, affiliated with the American Federation of Labor, or a seceding body calling themselves the Amalgamated Clothing Workers of America, fighting the organized labor movement.

On June 17 it was announced that a proposed settlement and reconciliation between the United Garment Workers of America and the Amalgamated Garment Workers of America was a plan to have the executive council of the American

Federation of Labor hear the grievances of the two factions for that purpose.

Samuel Gompers, president of the American Federation of Labor, International President B. Schlesinger of the Ladies' Garment Workers' Union, International President M. Zukerman of the Cap Makers' Union, and Secretary-Treasurer A. I. Shiplacoff of the United Hebrew Trades, had a conference on the differences, and the United Hebrew Trades called upon the two factions to place their differences before the executive council of the American Federation of Labor.

It was believed that the above effort effected its purpose, for the trouble soon vanished. The Board was unremitting in its attention to this difficulty, had many interviews with the parties, and brought about conferences during the summer until August 31, when the representatives of the parties announced that the question of a strike was no longer of immediate importance.

T. D. BARRY COMPANY — BROCKTON.

On March 9 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between
T. D. Barry Company, shoe manufacturer, and its stitchers at Brockton.*

(6)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 6½ cents per 100 holes be paid by T. D. Barry Company at Brockton for working buttonholes on the United Shoe Machinery Company's machine, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On March 9 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company and its stitchers, etc., at Bridgewater. (10)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by L. Q. White Shoe Company at Bridgewater, for work as there performed upon army shoes: —

	Per 12 Pair.
Slugging heels,	\$0 07
Seaming tops,	02½
Vamping,	28
Undertrimming,	10
Stitching: —	
Backstay or counter pocket,	12½
Eyelet row,	05

By agreement of the parties, this decision shall take effect as of date of January 22, 1915.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

TABER MILL — NEW BEDFORD.

Complaint was received on March 10 from slasher-tenders on strike at the Taber Mill in New Bedford. The controversy related to closing at bell time, which was half an hour later than customary, and said to be the occasion of some inconvenience or hardship for the weavers. The local management received its orders from New York and would not depart from them. The number thus far involved was four, but there was apprehension of a sympathetic strike of

weavers and other operatives, 600 in all. The mill officials offered to take the slasher-tenders back without prejudice, but they would not return. New hands were hired in their places. The strikers then applied for their former places and were refused, but the employer had work for only one of their number which was promptly declined. The Board investigated the difficulty on March 12. It appeared that the employer was willing to take one back immediately, and would take the others to fill any vacancies that might occur. As the slasher-tenders were not organized, the sympathy and assistance of unions in the allied textile crafts did not rise to the pitch of striking.

EMERSON SHOE COMPANY — ROCKLAND.

On March 16 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between
Emerson Shoe Company of Rockland and employees. (137-140)*

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Emerson Shoe Company to employees in its factory at Rockland, for work as there performed: —

	CENTS PER DOZEN PAIR.				
	Boys'.	Youths'.	Purple-tagged.	Pink-, Yellow- or Salmon-tagged.	White-tagged.
<i>Vamping.</i>					
Congress or button shoes, 2 rows, 2-needle.	-	-	26	24	22
Bal, 2 rows, 2-needle.	-	-	27	25	22
Circular-vamp button Oxford.	-	- ¹	- ¹	- ¹	- ¹
Circular-vamp circular Oxford, 2-needle.	-	-	- ¹	-	- ¹
Third row in vamp.	-	-	-	-	- ¹
Stitching Jersey stays.	-	-	-	17½	- ¹
Regular Blucher or Blucher Oxford, 1-needle:—					
Spaced row with bar.	23	20½	- ¹	- ¹	- ¹
Spaced row without bar.	20	17½	- ¹	- ¹	22
Close row with bar.	-	-	35	32	-
Close row without bar.	-	-	35	32	-
Seamless Blucher, 1-needle.	40	37	-	48	45
Button or Congress, 1-needle.	-	-	36	-	- ¹
Bal, 2 rows, 1-needle.	-	-	37	31	- ¹
Circular-vamp, 2 rows, 1-needle.	-	-	26	- ¹	20
Blucher or Blucher Oxford: for not vamping through lining on inside of long inside counter, extra.	-	-	9	9	9
<i>Heeling Department.</i>					
Heeling (no gluing).	6	9	10	10	- ¹
Shaving heels.	4½	4½	6	6	- ¹
Breasting heels.	2½	2½	3	3	- ¹

¹ No change.

	CENTS PER DOZEN PAIR.					
	Boys'.	Youths'.	Purple-tagged.	Pink-, Yellow- or Salmon-tagged.	White-tagged.	Cents per Pair, Any Grade.
<i>Edgework (without knitting).</i>						
Edgetrimming.	18	16½	36	25	20	-
Single pairs.	-	-	-	-	-	3
Samples.	-	-	-	-	-	3
Rubber-soled:—						
Two cutters.	40	38	- ¹	- ¹	48	-
One cutter.	30	28	36	36	36	-
Edgesetting and brushing:—						
One setting.	12½	12½	- ¹	- ¹	15	-
Two settings.	20	20	36	- ¹	20	-
Russet.	-	-	-	- ²	- ²	-
Single pairs.	-	-	-	-	-	3
Samples.	-	-	-	-	-	3
<i>Lasting Department.</i>						
Operating No. 5 machine:—						
Samples, extra.	-	-	-	-	-	1
Single pairs, extra.	-	-	-	-	-	1

¹ No change.² No extra.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

WILLIAMS-KNEELAND COMPANY — SOUTH BRAINTREE.

On March 16 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Williams-Kneeland Company of South Braintree and finishers in their employ. (143)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by Williams-Kneeland Company of South Braintree to employees in the finishing department for work as there performed on the Copeland machine: —

HEEL FINISHING.

	Per 12 Pair.
Blackening heels and rands, rolling and brushing and heelkeying and brushing black shoes,	\$0 07
Staining rands, padding and brushing and heelkeying and brush- ing russet shoes,	07

By agreement of the parties this decision shall take effect as of date of October 30, 1914.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE FROST COMPANY — BOSTON.

On March 16, 1915, the following notice to the pad garter stitchers in department C was posted in the factory of George Frost Company of Boston: —

We are now paying in our pad garter department all we can afford for the different operations, and more, we believe, than other factories are paying for similar work.

As there seems to be dissatisfaction regarding payment for some parts of the work, and feeling that efficiency cannot, under the cir-

cumstances, be maintained, we have decided to close down this department to-day.

In making this decision we wish to assure all employees of our interest in their welfare, and will endeavor to find them work as soon as it can be properly planned.

The 128 girls thus suspended regarded the act as a lock-out in retaliation of having lately formed a Garter Workers' Union. The parties met the Board by invitation on March 17, and conferred on propositions for a peaceful adjustment. The employer announced as a reason for the suspension that "the union and much disunion had appeared simultaneously" in the factory. Girl employees quarreled as they never did before and accidents had become frequent. An employer must control his liability for injuries to employees. The agent of the workwomen, Mr. F. H. McCarthy, explained some matters that were misunderstood; an agreement was reached, and work was resumed on the following Monday.

CONVERSE RUBBER COMPANY — MALDEN.

It happened that in February a controversy arose in the factory of the Converse Rubber Company in Malden relative to the price of labor performed on tennis shoes, due, it was said, to certain innovations of an efficiency expert, so called. The increase in work and decrease in price resulted in dissatisfaction which led to the organization of the union, and apparently strained relations between the management and the men. On or about March 20 the department containing the greatest number of union members was shut down indefinitely. Out of 30 or 35 men who belonged to the union, 23 had been laid off or discharged, including all the officers of the union.

A question then arose whether the company had merely laid off these employees because of dull business or discharged them because of prejudice. The men in question had been in the company's employ from the time it began operations, but having joined the Rubber Workers' Union they fancied they were discharged because they had done so. The employer, responding to the Board's inquiries stated that he had not been able to understand his employees joining the union, since the management of the factory was always accessible to them and all classes were given equally fair treatment; they were, he said, all supposed to be loyal to one another, and in a factory so exceptionally fraternal as his the union was not needed; but he declared he had no prejudice against union men, and would re-employ them as soon as business was brisk.

On April 7 the Board, having investigated the difficulty, recommended to the employees that further conferences with the employer should be had, relying upon the company's assurance of re-employment when business would warrant the taking on of more help. Despite this assurance the company had re-employed only two of the discharged men, and had taken on new hands to fill vacancies and to meet the demands of increased business. On being taxed by the union men who accepted the Board's advice relying upon his assurance, the president, who represented the company at the time of the Board's investigation, is said to have informed them that he had abandoned that part of the business to others, — a circumstance which might explain but not excuse the nonperformance of the employer's promise.

On the 14th of November a petition was received from

the former employees, members of the Rubber Workers' Union, which stated their controversy briefly as follows: "That the Converse Rubber Shoe Company, having promised the State Board of Arbitration that they would reinstate the locked-out workers, and the union having accepted the Board's recommendations in the matter, the company has not lived up to their promise." The petition prayed the Board to investigate and see which party is to blame for the difficulty. The matter was under consideration at a time when the Board was engaged in other quarters. There was still a belief that the company might relax its attitude, in default of which the Board was possessed of the essential facts and able to respond to the petition without further investigation. There was no change as the year drew to a close. The Board believes that if the ordinary notion of business honor had been exemplified in a signal manner by this employer it would have led to better results. It was not deemed necessary to express this opinion in a special report at a time when the annual report would suffice.

PAINTERS — LYNN.

On oral notice from the Lynn Chamber of Commerce the Board went to Lynn on March 30 and 31 to prevent, if possible, a strike of painters, and to bring about a conference of parties on the question of a trade agreement to eliminate strikes, lockouts and all harsh expedients. It appeared that the journeymen painters were earning \$3.60 for a day of 8 hours, or 45 cents an hour, and that they demanded 50 cents an hour, alleging that it was not in any sense unrea-

sonable, since a painter in the nature of things cannot work steadily; he cannot work in cold weather or in hot weather or in wet weather. The men were all organized as members of the Lynn Painters' and Paper-Hangers' Union No. 11 of the Brotherhood of Painters, Decorators and Paper-Hangers of America. A large majority of the employers in this industry had already granted the demands or expressed their willingness to do so, and the union members were very confident of ultimate success. The employers were somewhat reluctant to meet the committee, but consented to do so on the following day. Twenty-five in number received the Board at a regular meeting and were addressed upon the ways and means of composing difficulties amicably. The Board proposed a conference of parties; the meeting consented and appointed a committee of conference, which announced readiness to do business. A similar committee of conference was also appointed by the union, and the two came together and the whole subject was discussed.

The employers said that it would not be possible in the circumstances to grant the demand, since they did not have the sympathy of the people of Lynn, who spoke as though they were already paying as much for that kind of service as they could afford; if the public would accept higher prices the employers would willingly grant the demand, but the public was already complaining of the high cost of painting and decorating, and it would be a very difficult thing to increase the compensation of labor. No agreement was reached and the committee withdrew. The Board then endeavored to secure from the parties a submission of the controversy which they could not adjust to the determina-

Gun metal and box calf, one coat filler: —		Per 12 Pair.
Purple-tagged,		\$0 18
Pink-, yellow- or salmon-tagged,		15
Russia and vici, cleaned and polished: —		
Purple-tagged,		36
Pink-, yellow- or salmon-tagged,		33
White-tagged,		30
One and two-pair lots shall be classed as samples.		

By the Board,

BERNARD F. SUPPLE, *Secretary*.

BLACKSMITHS — CLINTON, LANCASTER, BERLIN.

In view of a threatened difficulty with blacksmiths and horseshoers in Clinton, Lancaster and Berlin, 6 employers on March 18 invited the journeymen to a conference of parties to take place on March 23 at the Crossman Hotel in Clinton. They met, held separate meetings and met again on the same evening several times. While a clearer knowledge of their attitudes was made known to one another the difficulty was unsolved.

Separate interviews at that place were had by the Board on March 26. It appeared that the men had demanded a 9-hour day with 10 hours' pay and Saturday half holidays from April 1 to October 1; that the employers had granted the 9-hour day and promised to consider later a granting of the desired half holiday for a period of three months beginning June 1; and that the employees thereupon had announced an intention to strike on April 1. The Board, mediating between the parties, suggested a definite assurance rather than a promise to consider as a surer way to reach a conclusion. All the employers but one offered a

Saturday half holiday for three months beginning June 1; but Mr. John P. Lynch dissenting, on the ground that as many horses and carriages traveling on Saturday afternoons as at other times brought business that he could not afford to lose, they rescinded their votes. The Board thereupon arranged for another conference, and advised the parties against resorting to hostile acts. At the next conference there was no closer approach to agreement, but the 9-hour day without reduction of pay was in reality considered a substantial gain, and when the first day of April arrived every forge was active and the anvils rang without interruption.

SMITH & ANTHONY COMPANY — WAKEFIELD.

A controversy over a requirement for apprentices to perform their work of preparation before the journeymen began their day at 7 o'clock in the morning became a strike on March 22, when 34 moulders, at the end of thirty minutes, left the Smith & Anthony Company's stove foundries at Wakefield. There were four apprentices, but only one was concerned in the controversy. The employer claimed that the act was contrary to two agreements not to strike or lock out, one of which was direct between the parties to the controversy and the other between their national organizations. The strike lasted a month, during which 50 other employees were thrown out of work.

The Board intervened on being informed of the trouble, inquired into the facts on March 23 and 24, and advised the parties what ought to be done, or submitted to, to end the dispute. Negotiations between the parties were resorted

to through the medium of the joint conference committee provided in the existing agreements. The strike was declared off on April 20; on Monday, the 26th, all hands returned to work, and the industry has suffered no interruption since that time. The terms in which the controversy was adjusted later were not made public.

**NORTH ADAMS MANUFACTURING COMPANY — NORTH
ADAMS.**

Unable to earn fair wages in weaving army blankets led to a demand for a uniform pay of \$12.50 a week while such work lasted; the matter was under consideration, but the company's delay in responding was deemed ominous; the men and women weavers in the mills of the North Adams Manufacturing Company, 25 in number, quit work on Monday, March 22, to emphasize the earnestness of their demand, but, as afterwards stated, intending to return to work the next day, when they expected the management's reply would be favorable to their wishes. The next day the parties met in conference and disagreed. The company concluded to return its subcontract to the general contractor and close the mills.

The Board started an inquiry on March 29, but before it proceeded far the parties met again in conference and came to an agreement. The factory whistles sounded a welcome note, and all the operatives returned to work and so notified this Board. The terms of the settlement were not published.

ESTES WASTE COMPANY — FALL RIVER.

A revision which reduced prices went into effect on March 1 at the Estes Mill in Fall River. On March 23, 15 men quit work and their places were promptly filled; a strike movement was propagated quickly through the departments, and 200 did not return after the noon hour. The mill shut down for three days at noon on March 24. The employees were not organized. All hands were back in their places on Monday, the 29th, when the mills reopened.

The investigation of this Board during the strike and after the settlement did not reveal that any disturbance of the peace was likely to recur.

TROLLEY MEN — SPRINGFIELD.

A dispute arose last spring between the Springfield Street Railway Company and its trolley men, numbering about 800. The men, failing to secure their terms from the employer, voted to go on strike on March 31, beginning at midnight of the night before. During the last hour before the time appointed, a citizen of Springfield, in a telephone interview with the Board, gave notice of the car men's intention, and besought the Board to mediate thereupon in order to induce an agreement. The wages of 800 men and millions of capital, in many instances the sole source of scant income to widows and orphans, were in jeopardy, he said, and owing to the company's financial connections the strike unchecked would spread to other street railways of the Connecticut valley and other sections and thus visit great

losses on the parties in interest and inflict much hardship upon the traveling public. The notice was short, but the Board assured him that it would do all that might be done to prevent the strike or end it speedily. The Board offered both parties its service as mediator, coupled with a request that they refrain in the meanwhile from hostilities. Two hours later the same informant announced that the offer had been transmitted to the parties and accepted by the employees, but the company's representative on receiving the Board's message was unable to say, before consulting the officers of the corporation, whether the employer would or would not accept mediation. The men quitted work according to intention and the mayor of the city gave formal notice thereof.

The Board went to Springfield in the afternoon of March 31, and in conversations with the respective parties urged them to adopt a policy of mutual toleration pending adjustment. The men enumerated three grievances: the discharge of three conductors for alleged irregular accounting, a lack of transfer registers, and the liability to be discharged under unverifiable suspicion in the absence of proper registers. The company agreed to install the registers and the car men withdrew their demand that none be discharged in the meantime. It appeared that the question of reinstating the three discharged conductors was such as could be settled mutually after further conferences or by arbitration, as the parties might elect. Pending the operation of such peaceful measures the Board advised the men to return to work. With assurances of good intentions on all sides, the employees accepted the advice and suspended the strike on April 1.

The Board gave hearings on April 7, 8 and 15 at Springfield. While no agreement had been reached as yet, the possibility of arbitration remained; but the parties thereafter did not meet to submit a joint statement of the issue. A fourth man was discharged for irregular accounting on April 24. A telegram from the mayor on April 28 signified a danger of terminating the existing truce, and brought the Board that day again to Springfield. The men assured the Board that there would be no strike as yet pending a renewal of negotiations; the employer was unwilling to reinstate the three conductors, but assured the Board that the company would submit to such an arbitration of the question as the existing contract provided. This was communicated to the car men's committee, which after a full day's consideration had not been able to frame a reply, and so informed the Board. The committee expected to make a better response on April 30, and stated that the strike would not be resorted to while hope of adjustment remained.

On April 30 the Board, having learned that the union intended to resume the strike on the following day, and was sending its agent to Worcester to insure by a sympathetic strike of railway men in that city a reinforcement of the Springfield demands, sent the following telegram to the union at Springfield, saying that both attempts were improper to the occasion:—

The interruption of the car service will result in serious inconvenience to the citizens of Springfield. The traveling public is in no way responsible for the conditions which you claim are intolerable, and your organization owes a duty to it which you should not hesitate to perform. You are bound by contract and also morally bound by civic responsibilities to do your utmost in the maintenance of normal transportation facilities in the territory served by your membership.

It seems hardly necessary to point out in addition that an endeavor to enforce a demand by means of a strike at a time when the State Board is endeavoring to accomplish an amicable settlement, as defined by statute, can in no way assist in the establishment of peaceful relations.

Therefore the State Board hereby requests that the car men continue to perform their work in serving the public, pending a public investigation of the matters in controversy as imposed by statute. This investigation will be held in Springfield in the auditorium on May 3 at 2 o'clock in the afternoon. You are requested to appear and be prepared to present such facts as are relevant for the further information of the Board. In the meantime the Board requests that you make another effort to settle the dispute by conferring directly with officials of the company.

The union judged that the employer had violated the existing truce in discharging the fourth conductor for irregular accounting without any certainty on the part of the employer, and in default of any register by which an honest man might clear himself of a cruel imputation; but the reinstatement of this man was not made the subject of controversy. The company claimed the right to hire and discharge according to the dictates of ordinary human prudence, register or no register, but its officers urged that, having promised to install transfer registers, they desired them as much as did the union; moreover, it was obvious that such a mechanical device could not be procured in large numbers faster than the manufacturers could make them.

On May 3 and 4 the parties met again in conference before the Board, and during long sessions discussed several optional propositions brought forward by the union in sequence relative to re-employing the three discharged conductors, not necessarily restoring them to their former positions, but rehabilitating them in good repute. Such

close approaches to agreement were made as to warrant a belief that some slight accommodation, a word here or there, would suffice to bring all minds into accord. But the event was that four propositions having failed to satisfy, however amended, a fifth and last was proposed by the union, which throws a light upon the feelings that prevailed: "The company shall prosecute the discharged men by jury trial, and if found not guilty they shall be reinstated in their former positions." This last proposition was suggested by the expressed willingness of the discharged to take whatever penalty the law might inflict if found guilty.

The company's answer to the union's final proposition follows: —

The company cannot, consistently with its duty to the public to maintain a reasonable discipline and efficient management of its business, make the question and right of discharge depend solely on the difficulties and uncertainties of criminal procedure.

The Board, having announced its intention to investigate, and if expedient to publish which party was blameworthy for the persistence of the controversy, withdrew. The Springfield Board of Trade had appointed a committee of three on the trolley men's controversy, which proved to be such a conciliative body as the law contemplated, and, as provided by statute, entitled to "the advice and assistance of the State Board." The committee took counsel of this Board, and having received its advice concerning the best methods, established relations with both parties and mediated between them by general consent. The whole question turned on the right of the employer to discharge employees. On May 8 the committee, which now consisted of five,

brought forward its "suggestions for settlement." The "suggestion" which was the subject of agreement was that the discharged men be sued by the company for recovery of money in a jury-waived trial by the police or the Superior Court; that the decision by the trial judge shall be conclusive; that the finding in favor of the company for any sum shall be justification of the discharge; and that when the finding favors the defendant he shall be reinstated. Both parties accepted this as a solution of the difficulty. The strike danger was happily averted.

GEORGE E. KEITH COMPANY — MIDDLEBOROUGH.

On April 6 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer, and last-pullers in Factory No. 4, at Middleborough. (8)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George E. Keith Company in Factory No. 4 at Middleborough, for the work as there performed:—

	Per 12 Pair.
Pulling lasts,	\$0 03
When paper covers are removed, extra,	00½

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

On April 6 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., of Haverhill, and employees in the lasting department. (20)

Having considered said application, heard the parties by their duly authorized representatives, and inspected the two lasts which are the subject-matter of the controversy, used in the factory of J. H. Winchell & Co., Inc., at Haverhill, the Board decides that last No. 69 is a medium-toed last and that last No. 73 is a medium high-toed last.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

BARTLETT-HOWLAND COMPANY, A. M. CREIGHTON — LYNN.

In the spring a movement on the part of edgemakers of Lynn culminated in a demand on April 6 and 7 for an increase in price of half a cent a pair. It was destined to raise apprehensions of serious labor trouble throughout the shoe industry of the city. Already it was claimed that the highest prices in the world were being paid by Lynn manufacturers in the face of sharpest competition, and demands which added to the labor cost would drive the business of shoe making from its stronghold. A series of settlements followed the demands accompanied with threats to strike.

On April 7, 70 edgemakers struck in the factories of Bartlett-Howland Company and A. M. Creighton. Both employers offered to leave the adjustment to a local board or to the State Board, but the workmen refused arbitration. The Creighton factory closed down and 1,200 men and women shoe workers were idle. The strike was reprobated in

quarters where shoe workers were allowed by a pact with their employers to keep the industrial peace.

Bartlett-Howland Company, Levirs & Sargent, and P. J. Harney Shoe Company agreed to the terms, and Mr. Creighton sent the following letter to the allied peace council: —

APRIL 7, 1915.

The Allied Peace Council, 158 Market Street, Lynn, Mass.

GENTLEMEN: — The writer feels that he ought to give you the firm's side of the strike that is now in progress at this factory.

We feel that the edgemakers were very arbitrary in this matter, taking their men out of here this morning without even finishing the cases or samples on which they were working. That is a small part of the trouble to which this local has put us, and we feel that you ought to know everything in connection with this case.

You undoubtedly know that our grade is a cheaper grade than that made in the other factories in question, and you are also, no doubt, aware that we are willing to arbitrate this matter with any form of arbitration that will be satisfactory to the edgemakers' local. We have paid 21 cents a dozen and they now ask us for 24 cents. Now, if we are rightly informed, this 24 cents is all that they are asking in some factories where the edgetrimmer has to rand the shanks on the welt shoes. This we do not ask our men to do, and if we did ask for this operation we would be willing to pay the extra 3 cents per dozen. In fact, we have randed out some shoes, but we have always had this operation done in the preceding department, and have always paid 9 cents per case for doing the same. If we had to do this operation again we would do it in this way; or, if the edgetrimmer would rather do it himself, we would just as soon give him the extra money.

We feel that this is a very high-handed way of doing business at this late day, — to refuse arbitration in any form, — and we trust that your intelligent body will take this matter up and try and adjust it in such a way that our men can come back to work, pending arbitration of this difficulty.

Respectfully yours,

A. M. CREIGHTON.

P.S. — The writer wishes to add for your information that we have signed up with the United Shoe Workers of America without adjusting any prices. The prices in question with the said union are now being

arbitrated by a committee of three manufacturers and three members of the said union. This, or any other method of arbitration, is open to the edgemakers.

Mr. Horace W. Sawyer of the Lynn Chamber of Commerce, endeavoring by mediation to secure a favorable inclination to a friendly adjustment between the parties, was in communication with this Board throughout the difficulty. Mr. Creighton sent the following letter on April 10:—

Lynn Chamber of Commerce, Lynn, Mass.

GENTLEMEN:— I note the action taken by the executive committee of the Lynn Chamber of Commerce at the meeting held to-day. I agree to arbitrate with the Edgemakers' Union any differences existing in my factory at the present time, providing that such arbitration is accepted immediately by the Edgemakers' Union. I beg to remain,

Yours very truly,

A. M. CREIGHTON.

The parties who met in conference as arranged by Mr. Sawyer could not yet agree. The factory shut down on the 12th of April. On April 13 the Edgemakers' Union, by a vote of 300 to 12, rejected the proposal to submit the controversy to arbitration. On April 21 Mr. Sawyer transmitted to the union an offer made by Mr. Creighton to submit the points of controversy to arbitrators to be chosen by the union.

On May 4 the municipal council of Lynn invited the State Board of Conciliation and Arbitration to investigate the strike and publish a report finding the cause and assigning the responsibility or blame therefor. The Board investigated, and on May 6 issued notices of a hearing on the following day.

The hearing was of educative value to the leaders of the edgemakers and to the citizens of Lynn who thronged the

City Hall. Public opinion needed no official expression to notify the edgemakers that the strike was condemned. A meeting was promptly held and a vote taken to submit the adjudication of differences to a local board to be selected by the parties. The vote was nearly unanimous. The strikers began to return on May 10; but another month elapsed before a local board of seven, selected with difficulty, began its sessions. Two months later the fact was announced that the local board's decision was adverse to the claims of the men, but the decision was not made public.

L. S. STARRETT COMPANY — ATHOL.

The Machinists' Union has a constitutional provision that its members shall not accept work to be paid for by the piece. When union men under a suspension of the rule make tools at piece rates, the members are reluctant to use such tools. A boycott indorsed by 80,000 tool users, which is the total number claimed by the 850 local unions of the machinists' international association, and further indorsed by allied organizations, would operate as a severe restraint on production. On April 7 the Machinists' Union No. 750, at Athol, about 200 in number, all employed in the works of the L. S. Starrett Company, voted to strike against a piecework system that had been introduced. The Board on information of the vote advised the union of intention to mediate, and requested that no sudden action be taken to carry the strike into effect. On the next day following, Mr. Frank Jennings, vice-president of the general body, sought and obtained an interview with the employer, and stated the workmen's objections to the system.

When on April 9 the Board mediated between the parties, it appeared that the disagreement was rendered acute by the discharge of a union man for refusing to work at piece rates, for the reason, as alleged, that he could not do so consistently with his obligation to the union, and that the earnings at such rates were reduced 50 per cent.; it also appeared that the members worked at piece prices in another tool factory at Athol, and made no difficulty for the reason that the system there had been established before the union existed.

The officers of the company said that the system in question did not reduce earnings; but, through stimulating a man to do his best, it enabled him to earn more than he expected; for only through his own neglect could the earnings fall short. At the beginning, it is true that a price might be too great or too small for a while, and if too small the company would soon know experimentally and quickly make the proper increase. The company, they said, was entitled to more confidence than a small minority of the men reposed in it; but the major part of the working force were willing to rely upon the company's good will. The workers averaged about \$15.25 a week, or 28 cents an hour, or 3 cents an hour higher than in other places where similar work is performed.

The company's statement was controverted by men at union headquarters; the journeymen claimed that the piece-price system had been tried many times on such assurances as this company gave so freely, but it always meant reduction of rates under one pretext or another until starvation wages were reached; hence they had taken a solemn obliga-

tion to one another to oppose it. A trade agreement, as suggested by the Board, with peaceful means provided for determining controversies, might attract them in other matters, but the adherence to their constitution was something that they could not refer to the judgment of any tribunal.

Neither party would yield in anything. The Board continued its suggestions from time to time. When Mr. L. S. Starrett, who had been traveling in other States, returned to the office of the company, conferences were resumed which resulted in a settlement, the terms of which were not made public. On Monday, the 3d, all who had not gone elsewhere returned to work, including the machinist who had been discharged.

QUINCY MARKET COLD STORAGE AND WAREHOUSE COMPANY — BOSTON.

Frank H. McCarthy, organizer of the American Federation of Labor, gave notice of a lockout or other industrial difficulty with the Quincy Market Cold Storage and Warehouse Company, 133 Commercial Street, saying that individual men had been abruptly asked if they were members of the union and dismissed; the union had had several conferences with General Manager Stoddard, and while no agreement was reached there was enough to warrant a hope that a settlement might be effected if the State Board would add its efforts.

On April 7 the Board communicated with the company, and with the committee advised a renewal of the conferences and offered help to adjust if such help should be found

needful. The general manager was of opinion that the parties could adjust their differences, and he expressed a willingness to renew the conference.

This was transmitted to the men and they were advised to seek a conference without delay.

TAYLOR-GOODWIN COMPANY — HAVERHILL.

The regulation of retail coal deliveries within specified hours is related to Article X. of the trade agreement of Haverhill coal dealers and their employees, which specifies that overtime shall be reckoned as "time and one-half." Under Article I. of the agreement "the day's work shall end at 5.30 P.M." Whether a driver is to blame for not returning in time from the last delivery and is therefore not entitled to pay for overtime at the overtime rate, or the employer is to blame for sending out the last load too late for returning at the end of the specified work day, was the subject of dispute, which began to look ominous in March. The employers expressed a belief that competitors not party to the agreement were permitted unfair advantages contrary to the implied understanding when the agreement was made, and that such unfairness was due to negligence or inefficiency on the part of the union, and was tantamount to a breach of agreement.

The employees claimed that the irregular dealers or distributors were the same as ever the object of the union's desire to regulate; that time was required to convince obdurate men; and that unity of purpose between the parties now bound by the agreement was the surest way to secure

the conformity of all others. The coal dealers' committee, in a letter addressed to the Teamsters' Union on March 5, said that —

In view of the fact that the methods employed by you during the last year or more have, as you say, proved ineffectual in placing the coal dealers of Haverhill on a basis of fair competition in regard to labor conditions, you "will gladly change to more radical efforts" to bring this about. We will, therefore, watch with interest the developments of the next thirty or sixty days, and expect definite progress in this matter.

This agreement was a trade agreement in that it provided for a peaceful adjustment of disputes; and no private adjustment of this controversy having been made, the employees moved to submit the question of overtime at the coal yard of H. L. Taylor to the arbitration of this Board. Mr. Taylor refused to join in the submission, whereupon the petition of the employees was forwarded on April 15 to the Board. The application specified a violation of Article X. relative to overtime, and stated that the employer's refusal was equivalent to a violation of Article VI. which named this Board as arbiter. The Board had separate interviews with the parties, in the expectation of inducing a mutual adjustment or of securing the employer's submission to arbitration. The employer refused to join in the teamsters' petition, for the reason, as he said, that there was no controversy; for he had abolished overtime work and did not desire to employ men who could not do a good day's work and end it at 5.30, and since he did not require overtime he had not violated Article X. Moreover, his refusal to join in submitting a fiction to the Board was not a violation of his agreement to submit actual disputes. The attitude of the employer was reported to the teamsters with

advice not to strike. Shortly afterward the agent of the union, who had the matter in charge, became ill. The difficulty, if any, was never submitted to arbitration, and no private settlement was reached. On the other hand, there was no strike.

W. & V. O. KIMBALL — HAVERHILL.

On April 20 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers at Haverhill, and employees in the lasting department. (11, 12)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards, for work as there performed, that W. & V. O. Kimball at Haverhill shall pay for operating pulling-over machine when steamed box is used, 1½ cents extra for 12 pair, and no extra for operating Consolidated machine when Beckwith-style box is used.

By agreement of the parties, the decision as to pulling-over shall take effect as of date of July 15, 1914.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the packing department. (13)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards for packing shoes as the work is there performed, that W. & V. O. Kimball at Haverhill shall pay for regular work \$13 a week of 55 hours, and that there shall be no change in the price for packing sample shoes.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

ALDEN, WALKER & WILDE — WEYMOUTH.

On April 20 the following decision was rendered:—

In the matter of the joint applications for arbitration of a controversy between Alden, Walker & Wilde, shoe manufacturers of Weymouth, and finishers.
(9, 14)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Alden, Walker & Wilde at Weymouth, for the work as there performed:—

	Per 12 Pair.
Rolling and polishing and brushing full black bottom and top-piece, and cleaning slugs, complete finish,	\$0 11
Rolling and polishing full stained bottom to heel and top-piece, and cleaning slugs, complete finish,	11
Rolling and polishing shank and top-piece and cleaning slugs, complete finish,	07
Rolling and polishing full stained bottom to heel and top-piece, slugs not cleaned, complete finish,	10
Rolling and polishing and brushing full stained bottom to heel and top-piece, and cleaning slugs, black top-piece,	11
Gumming top-piece (by agreement),	01
Staining with hand brush and striking off on power brush (breasts not included):—	
Full bottom and top-piece,	05
Full bottom,	04½
Shank and top-piece,	04
Forepart,	03½
Staining or wetting-down, hand brush only:—	
Full bottom and top-piece,	04½
Full bottom,	No change.
Forepart,	No change.
Gum staining (anilin and gum mixture or bleach and white-stain gum mixture), and brushing to a gloss:—	
One operation: forepart; full bottom; full bottom and top-piece,	No change.
Double operation,	No change.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On April 20 the following decision was rendered:—

*In the matter of the joint application for arbitration of a controversy between
L. Q. White Shoe Company of Bridgewater and employees in the heeling
department. (17)*

Having considered said application, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 5½ cents per 12 pair be paid by L. Q. White Shoe Company at Bridgewater for heeling army shoes, off the last, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

MILLERS FALLS COMPANY — ERVING.

The Board visited Millers Falls and Erving on April 22 to investigate a complaint received from the Machinists' Union. It appeared from the workmen's statements that the Millers Falls Company had hired about twenty-five strangers and discharged two men of long employment in the factory for no other reason than that they had represented their fellows at a hearing by this Board in 1913, and that two other old hands who had been suspended, as the company said, for lack of work, but really for activity in the union, were refused re-employment from time to time until they sought work elsewhere. The company denied that there had been any discrimination, except that some two or three of the former employees who seemed to be doing well elsewhere were supposed to have resigned, or lost title to re-employment; one of the men in question had not sought

it and another who had been laid off had been deemed inefficient. The company adduced a fact, as convincing in itself, that the union could allege only four doubtful instances of unjust discrimination out of nearly 200 that had been retired during a period of slack business.

Since the men in question had said nothing offensive at the hearing in 1913, and in view of the company's explanation there was no evidence of unfair discrimination, the Board so informed the union, and the union proceeded no further in the matter.

WHITE STAR WASHING COMPANY — BROCKTON.

Towards the 1st of May there were negotiations between the White Star Washing Company of Brockton and its employees. The problem of eliminating strikes was considered, and the advice of this Board relative to a trade agreement was sought and obtained. On April 28 a letter was received from the employer, stating that both parties had accepted the Board's advice, a trade agreement eliminating strikes and substituting the peaceful measures provided by law had been entered into, and all danger of labor difficulties apparently averted.

RICE & HUTCHINS, INC. — ROCKLAND.

An application, jointly signed by Rice & Hutchins, Inc., and a representative of its employees engaged in setting the edges of shoes at Rockland, was received on April 29. The

application called for investigation with the aid of experts, but nominations such as the law contemplates were lacking; therefore a letter was sent to the parties, requesting them to forward nominations for expert investigation.

On May 8 the employees notified the Board by letter that at a conference of parties the dispute was settled definitely by agreement. The application was accordingly placed on file. No dispute in that department of the factory has since been brought to the attention of the Board.

ADAMS SHOE COMPANY — LYNN.

On April 30 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between Adams Shoe Company of Lynn and employees in the stockfitting department. (16)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that there be no change in the prices paid by the Adams Shoe Company at Lynn for rounding, dinking or stamping 12-pair lots, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary*.

FORE RIVER SHIP BUILDING CORPORATION — QUINCY.

The sheet-metal workers on May 1 brought notice of a controversy that had culminated in a strike a few days before when about 50 coppersmiths of the Fore River shipyard at Quincy left work pending the granting of a

demand to raise their pay from \$3.50 to \$4 a day. The occasion of the strike was the discharge of a man and the refusal of the employer's agent to treat with the agent of the coppersmiths, due, the men stated, to his objection to the union and to a disposition to punish any man believed to be active in the union's affairs.

The Board acted as intermediary to bring the parties into accord. The employer's representative denied that there had been any discrimination or disposition to punish, for he would talk to any man or any committee that approached him on the business of the corporation, and he did not object to union officials as such, but only as persons not familiar with the local conditions. In spite of the employer's assurances the coppersmiths expressed a belief that a committee could not confer with him and hold their jobs in the shipyard. From time to time for a month the efforts of the Board evoked the same responses, and no closer approach of the parties could be induced.

On June 3 the Board endeavored to secure the return of the strikers to work at prices which they might be induced to accept. The employer expressed a desire for the return of as many of the men who struck as he could find work for, — about 25; the time was approaching when he would have to lay off men in excess of that number, and such an act would be misunderstood. He would not pay men of all grades at a uniform rate, but he needed men of different grades and would pay them accordingly. Second-grade men were worth to him \$2.75 and \$3.25 a day; higher grade men would receive \$3.50, \$3.75 and \$4; and such were the prices he was paying. He would confer with a committee of

former employees without prejudice, or he would confer with their organizer, but not with both together.

The men for a time reduced their demand, saying that they would accept \$3.75 as a uniform rate, but the employer would not consent for the reasons stated. They again raised the demand to \$4 and conferred by committee with the employer on July 2. The employer offered as a compromise to reward efficiency through the operation of a bonus system; but the workmen declared that to be intolerable. In the last week of July the number of strikers who had not obtained work elsewhere had dwindled to 9. The shipyard was a busy place, but the strike was not called off.

FALL RIVER IRON WORKS COMPANY — FALL RIVER.

The Fall River Iron Works Company is a manufacturer of print cloths, operating seven mills at Fall River. There was an understanding that during the noon hour the attendance of weavers was optional; but, as stated by them, in the second fortnight of April they were required to work after the noon hour had struck. Some weavers would not submit to the new rule, and for that reason three in Mill No. 1 and others in Mill No. 7 were discharged. The Weavers' Union voted on April 29 not to work in the noon hour, and that if any were discharged for refusing to do so, all were to go out on strike on Saturday, May 1. The threatened strike took place on May 3, when 65 quitted their looms for that reason.

At a conference of parties on the second day of the strike

the employer made an offer — the same as that accepted eight days later — which, for reasons not clearly defined, was declined. Weavers of the seven mills met on May 5 and ratified the strike; 500 of them remained out, the company closed down five mills, and on May 6 another of the mills and more than 5,000 operatives were idle. The mayor notified the Board of the strike. The Board interposed on May 8, with the purpose of bringing about a settlement, visited Fall River and communicated with the parties. There were indications of approaching settlement.

According to the employer, the product of the yarn room had been greater than could be woven in regular hours. Loath to curtail production by suspending any of the yarn-room hands, and finding experimentally that the automatic looms could operate well with little or no attendance, the management believed that the weavers would not object to an extra half hour, viewing the additional compensation they would receive. To confirm this opinion a canvass of the men was made (for the women could not legally work overtime) which revealed that a large majority assented to the proposal; the work day was accordingly lengthened thirty minutes at the expense of the noon hour. On complaint of the women the Weavers' Union sent a committee to make objection. The overtime was then reduced to twenty minutes, which had been found sufficient for the purpose, and yet the weavers refused it on April 30 and May 1. The employer thereupon ruled that twenty minutes' overtime would now be required of every weaver legally free to do so. The weavers' response was to remain out at 1 o'clock on May 30.

While no agreement resulted from the conference of parties on May 4, the Board, arriving at Fall River on Saturday, May 8, found indications of an early settlement. The employer would as lief place the overtime at the end of the work day if preferred by the weavers, or the weavers might cease work at 12 M., leaving the automatic looms operating, being paid, of course, for the overtime product, and not being held responsible for its imperfections, if any. A conference having been arranged for May 10 and good counsel given, the Board withdrew. The parties met as appointed. The committee again reported the employer's offer, which after some hesitation and balloting the union accepted on May 12. The strikers returned to the mills on May 13.

HARRINGTON-RICHARDSON — WORCESTER.

War orders and rumors of war orders were the occasion of a movement of mechanics toward the factories making fire-arms and other weapons. Many journeymen migrated to adjacent States and Canada in search of steady work and large earnings. It was believed in some quarters that a shortage of employees would lead to higher prices in factories producing sportsmen's arms. The polishers and buffers in the Harrington-Richardson Arms factory at Worcester, whose earnings varied between \$13 and \$16 a week, appointed a committee to proffer a request for higher wages. When this had been refused them several times, or the committee denied an interview, they placed the matter in the hands of Mr. George Leary, vice-president of their international union. The employer did not object to agreements

with his workmen, but he would not raise the rates of wages nor negotiate with the union as such.

The Board, being credibly informed of an intention to strike, mediated between the parties on May 3 in order to bring about a good understanding that would prevent a breach of peaceful relations. The employees resolved not to strike pending the Board's action, and were disposed to accept whatever advice would emerge from the Board's investigation. The employer expressed a belief in his ability to adapt the operation of the factory to any conclusion that the workmen might reach; he would not confer with them, for he knew their attitude, nor would he submit the controversy to any tribunal, for he believed he was paying as high prices as the business could afford. He had no war orders and would accept none, for the factory was not equipped to produce arms of the required caliber, and could not be furnished in less than a year, nor without great expense, with the new tools that such work would render necessary. Moreover, if the employees should quit work to force his hand he would never re-employ them.

The employees concluded that a strike was inopportune, and that in the circumstances it would be inexpedient to press their demands any further.

FRED T. LEY & CO., INC. — SALEM.

Fred T. Ley & Co., Inc., of Springfield, a contractor engaged in the building of a mill for the Naumkeag Steam Cotton Company at Salem, had laborers employed in cement construction, about 80 in number, who went out on strike

on May 5. They demanded an increase of $12\frac{1}{2}$ per cent. They were not equally valuable to the employer, who granted the increase to 60 and none to the others; but all returned to work on May 6.

The work required of them is claimed by the allied building trades as belonging to skilled cement workers or plasterers, and certainly not to laborers. Steam fitters and electric workers refused to stay on their part of the work; carpenters were considering a strike, as were masons and bricklayers, when the Board, having interviewed all parties in interest at Salem, Springfield and other places, brought about a conference at the State House on May 10. A free exchange of opinions and the Board's suggestions of the better ways of peace provided by law, effected good feeling, and the conference adjourned to meet again in Salem. The result was an agreement satisfactory to all, and the crafts returned to work on May 12.

COAL TEAMSTERS — WORCESTER.

The coal teamsters of Worcester, having proffered certain demands in the form of an agreement which the coal dealers refused, notified this Board on May 6 that a strike was seriously threatened. The Board went to the scene of the controversy and regulated a negotiation which lasted two months. Several of the employers declared that they were opposed on principle to dealing with their employees as members of an organization. Others declined to participate in an agreement, but would readily accept such terms as might be acceptable to their competitors. Still others

claimed that they were principally concerned in other material than coal, and were not influenced by the same considerations that affected firms that distributed coal only. Of those whose chief business was retailing coal not all were doing it in the same way nor for the same kind of customers, — some were willing to deliver small orders at a distance which others declined. All believed that added expense could not be incurred at the prevailing retail prices, and that the prices could not be increased without provoking unfriendly public opinion.

The difficulty of securing a collective response to their demands was the chief reason for the threat to strike. Pending the Board's efforts to that end the drivers promised to refrain from any hostile act. On May 13 there were 14 coal dealers who met to learn whatever the Board might propose. In the discussion it appeared that there were thirteen articles in the proposed agreement, and that while nearly all were rejected in one place or another in Worcester, it was true, also, nearly all were in one place or another the vogue at that time; it was claimed by the employers present that they ought not to be generally applied, since only four or five dealers were carrying on business under similar conditions; but there were three propositions to which all were opposed, namely, that wages should be increased \$1 a week, the length of the work day should be decreased one hour, and the Saturday half holiday period should be extended from four to six months.

On June 2 the Board brought four dealers and the teamsters' committee into conference at Worcester. While the dealers disclaimed definite authority to act for others, the

parties expressed a belief that an agreement reached with the four would be adopted throughout the city; but no agreement was adopted at this conference.

The Board had separate interviews with the respective parties during the following week. On July 7 the sole concession that the four employers were willing to make was the \$1 a week increase in pay. The employees after some hesitation accepted it and rescinded the vote to strike. The controversy thus ended and no difficulty has arisen since then.

J. F. POPE & SON, GOVE LUMBER COMPANY — BEVERLY.

Teamsters and yardmen struck on May 7 in the lumber yards of Beverly for a 9-hour day and Saturday half holiday, and returned in two hours to their former places under an agreement to submit the matters to the arbitration of this Board.

On May 27 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between J. F. Pope & Son and Gove Lumber Company, of Beverly, and employees. (25)

Having considered said application, heard the parties by their duly authorized representatives, and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that 9 hours shall constitute a day's work for team drivers, tallymen, yardmen and chauffeurs in the employ of J. F. Pope & Son or of Gove Lumber Company at Beverly.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

STANLEY WOOLEN MILL COMPANY — UXBRIDGE.

On Friday, May 7, 40 weavers, alleging harder work without greater compensation, struck for higher wages in the Stanley Woollen Mill at Uxbridge; and 60 others were idle because of the strike. The cloth, which was for army coats, had been increased two picks to the inch, with no corresponding change in the yarn. The buyer was not impatient for the goods and the shutdown of the weaving department did not add to the cost of production to any appreciable extent. The workers were unorganized and all the parties friendly, and, moreover, conferring with a prospect of a settlement. The difference between them was slight. The Board, having ascertained the foregoing on May 13 and given advice, refrained from action until further occasion. On the 14th a settlement was reached, and the weavers returned with an increase of pay and the others returned to their former positions on the same day.

HANSCOM CONSTRUCTION COMPANY — FALL RIVER.

A strike of 165 laborers was on May 10 the subject of the mayor's notice to this Board. They had been employed by the Hanscom Construction Company at Fall River in constructing for the city an intercepting drain. It appeared on investigation that workmen of a higher grade were receiving 25 cents an hour and the laborers 20 cents. The laborers demanded 25 cents and refused to work for less. The strike was not disorderly.

The men were paid off on May 14 and as many as chose

to apply were re-employed on Monday, May 17. There were daily defections from the strikers until all were re-employed at the old rates.

UNITED STATES CARTRIDGE COMPANY — LOWELL.

In the loading department of the United States Cartridge Company at Lowell the employees, dissatisfied with their regular earnings as increased by a "bonus" of 20 per cent., declared a strike on May 11, and sought the support of the Trades and Labor Council at Lowell, and obtained the interest or services of several agents or organizers of the metal trades. After conference with the employer, who at first regarded the strike as equivalent to a permanent discharge, an agreement was devised by which the employees returned on May 12. The agreement omitted to provide against a renewal of the strike.

When four months had elapsed all the employees were involved in strikes and other difficulties which the Board solved after hearing the parties and recommending prices that ought to be paid for a large number of operations as performed by various grades of work people. After from two to three weeks' absence the strikers returned to the departments, awaiting the price lists to be determined by the Board. The first recommendations were made on November 23, and included all the matters in dispute except the pay of machinists which was the subject of a later recommendation on December 7.

The recommendations of November 23 were as follows: —

In the matter of the employer's application for an investigation of conditions and for a recommendation of proper pay at the works of the United States Cartridge Company in Lowell.

On or about September 13 the employees began to go out on strike to enforce certain requirements made upon the company, to which it was unwilling to accede. The Board thereupon, communicating with both parties, brought about numerous conferences, which resulted in a notice to the employees, assuring them in a posted statement that the company would request this Board "to investigate and make recommendations as to proper pay for the hours and work" required, and that "changes in pay resulting from the recommendations would be effective from September 28." The employees, agreeing to the proposition, returned thereupon to work.

Said application, made on September 30, 1915, is a request to "investigate the conditions at this plant and make recommendations as to proper pay for the various grades of employees."

Having considered said application and heard the parties in person and by their representatives, investigated the character of the work and the conditions under which it is performed in the various departments of the industry, the Board finds that the pay of operatives in several departments should be established in accordance with the following, for work as now performed under present conditions and schedule of hours, and so recommends: —

ARTILLERY PRIMER DEPARTMENT.

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Gauging operatives, . . .	{ Men,	5	66	Day, . .	\$0 198
	{ Men,	22	62½	Night, . .	198
	{ Girls,	58	42	1 and 2, . .	179
Burring,	{ Men,	6	66	Day, . .	198
	{ Men,	6	62½	Night, . .	176
Setting cap,	Girls,	19	42	1 and 2, . .	179
Screwing anvil,	{ Men,	19	66	Day, . .	176
	{ Girls,	5	42	1 and 2, . .	179
Assembling,	Girls,	20	42	1 and 2, . .	179

ARTILLERY PRIMER DEPARTMENT — *Con.*

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Loading,	Girls,	6	42	1 and 2, . . .	\$0 193
Inside cementing,	Girls,	5	42	1 and 2, . . .	179
Rolling cementing,	{ Men,	5	66	Day, . . .	176
	{ Men,	4	62½	Night, . . .	176
Sizing and numbering, . . .	{ Men,	3	66	Day, . . .	176
	{ Men,	4	62½	Night, . . .	176
Polishing,	{ Men,	8	66	Day, . . .	176
	{ Men,	8	62½	Night, . . .	176
Cement, lacquer,	{ Men,	10	62½	Night, . . .	176
	{ Girls,	45	42	1 and 2, . . .	179
Packing,	{ Men,	1	66	Day, . . .	220
	{ Men,	1	62½	Night, . . .	220
Room boys,	{ Boys,	8	66	Day, . . .	165
	{ Boys,	2	62½	Night, . . .	176
Inspectors,	{ Men,	8	48	Day, . . .	275
	{ Men,	8	48	Night, . . .	275
Paper and closing,	Girls,	20	42	1 and 2, . . .	179
Re-threading,	{ Men,	4	66	Day, . . .	176
	{ Men,	3	62½	Night, . . .	176
Washing bodies,	{ Men,	6	62½	Night, . . .	176
	{ Girls,	19	42	1 and 2, . . .	179
Dabbing,	Men,	1	54	Day, . . .	198

BULLET DEPARTMENT.

Assemblers: —					
Fixers,	{ Men,	9	66	Day, . . .	\$0 275
	{ Men,	10	62½	Night, . . .	275
Feeders,	{ Girls,	100	42	1 and 2, . . .	7 500 ¹
	{ Men,	72	49½	Night, . . .	196
Operators,	{ Men,	24	66	Day, . . .	198
	{ Men,	24	62½	Night, . . .	225

¹ Per Week.

BULLET DEPARTMENT — *Con.*

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Knurlers: —					
Fixers,	{ Men,	2	54	Day, . . .	\$0 220
	{ Men,	1	62½	Night, . . .	225
Weighers,	{ Men,	2	66	Day, . . .	198
	{ Men,	2	62½	Night, . . .	203
Rumblers,	{ Men,	3	66	Day, . . .	198
	{ Men,	6	62½	Night, . . .	203
Feeders,	{ Girls,	26	42	1 and 2, . . .	7 500 ¹
	{ Men,	13	49½	Night, . . .	196
Hoppers,	{ Boys,	2	54	Day, . . .	165
	{ Men,	3	62½	Night, . . .	196
Wipers,	{ Men,	2	66	Day, . . .	198
	{ Men,	2	62½	Night, . . .	203
Sizers: —					
Fixers,	{ Men,	3	66	Day, . . .	198
	{ Men,	4	62½	Night, . . .	220
Hoppers,	{ Boys,	3	42	1 and 2, . . .	143
	{ Men,	1	62½	Night, . . .	196
Feeders,	{ Girls,	44	42	1 and 2, . . .	7 500 ¹
	{ Men,	26	49½	Night, . . .	196
Draw presses: —					
Fixers,	{ Men,	8	66	Day, . . .	248
	{ Men,	2	62½	Night, . . .	330
Operators,	{ Men,	12	66	Day, . . .	198
	{ Men,	29	62½	Night, . . .	248
Feeders,	{ Girls,	144	42	1 and 2, . . .	7 500 ¹
	{ Men,	62	49½	Night, . . .	196
Weighers,	{ Men,	2	66	Day, . . .	198
	{ Men,	1	62½	Night, . . .	203
Truckers,	{ Men,	11	66	Day, . . .	180
	{ Men,	7	62½	Night, . . .	191

¹ Per Week.

BULLET DEPARTMENT — *Con.*

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Tool crib,	{ Men,	3	66	Day, . .	\$0 220
	{ Men,	2	62½	Night, . .	220
Hoppers,	Men,	1	62½	Night, . .	196
Water carriers,	{ Boys,	1	66	Day, . .	180
	{ Men,	1	62½	Night, . .	196

LEAD DEPARTMENT.

Slug press operators,	{ Men,	12	66	Day, . .	\$0 189
	{ Men,	6	62½	Night, . .	196
Fixer operators,	{ Men,	2	66	Day, . .	250
	{ Men,	4	48	Night, . .	220
Inspectors,	{ Men,	1	66	Day, . .	260
	{ Men,	9	62½	Night, . .	270
Rumblers,	{ Men,	1	66	Day, . .	180
	{ Men,	2	62½	Night, . .	191
Wire cutters,	{ Men,	3	66	Day, . .	176
	{ Men,	3	62½	Night, . .	196
Fixers,	{ Men,	2	48	Day, . .	220
	{ Men,	1	62½	Night, . .	248
Runners,	{ Boys,	1	42	Day, . .	- ¹
	{ Men,	1	62½	Night, . .	- ¹
Al. tip machine,	{ Men,	4	66	Day, . .	189
	{ Men,	4	62½	Night, . .	210
Trimmer fixers,	{ Men,	11	66	Day, . .	220
	{ Men,	8	62½	Night, . .	225
Operators and inspectors,	{ Girls,	56	42	1 and 2, . .	7 500 ²
	{ Men,	16	49½	Night, . .	196
	{ Men,	16	49½	Night, . .	196
Weighers,	{ Men,	2	66	Day, . .	198
	{ Men,	1	62½	Night, . .	203
Hoppers,	Men,	4	62½	Night, . .	191

¹ No change.² Per Week.

CLEANING DEPARTMENT.

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Scrap sorters,	Men,	1	54	Day, . .	\$0 150
	Boys,	4	54	Day, . .	- ¹
Sweepers, moppers, cleaners, .	-	-	-	- -	- ¹

COMMERCIAL DEPARTMENT.

Cupping,	Men,	6	54	Day, . .	\$0 184
Drawing,	Girls,	67	42	1 and 2, . .	7 500 ¹
Washing,	Men,	6	54	Day, . .	220
Annealing,	Men,	7	54	Day, . .	220
Trimming,	Girls,	42	42	1 and 2, . .	7 500 ¹
Heading,	Girls,	22	42	1 and 2, . .	
Corrugating,	Girls,	2	42	1 and 2, . .	
Reducing,	Girls,	4	42	1 and 2, . .	
Plugging,	Girls,	2	42	1 and 2, . .	
Head trimming,	Girls,	6	42	1 and 2, . .	
Head gauge,	Girls,	6	42	1 and 2, . .	
Length trimming,	Girls,	2	42	1 and 2, . .	
Body gauge,	Girls,	4	42	1 and 2, . .	
Capping,	Girls,	6	42	1 and 2, . .	198
Knurling,	Girls,	2	42	1 and 2, . .	
Inspecting,	Girls,	7	54	1 and 2, . .	
Weighers,	Men,	3	54	Day, . .	165
Hoppers,	Boys,	2	54	Day, . .	184
General work,	Men,	8	54	Day, . .	138
	Boys,	6	54	Day, . .	248
Fixers,	Men,	27	48	Day, . .	132
Scrap boys,	Boys,	2	54	Day, . .	7 500 ¹
Inspectors of scrap,	Girls,	2	48	1 and 2, . .	7 500 ¹
Inspectors of exploders,	Girls,	5	54	1 and 2, . .	154
Sifting and oil,	Boys,	2	54	Day, . .	122
Inspector of scrap,	Boy,	1	48	Day, . .	

¹ Per week.

DRAWING DEPARTMENT.

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Wash room: —					
	{ Men,	25	67	Night, .	- 1
Washers,	{ Men,	26	72	Day, .	
	{ Boys,	1	72	Day, .	
	{ Men,	3	67	Night, .	
Truckers,	{ Men,	4	72	Day, .	
	{ Boys,	1	67	Night, .	
	{ Boys,	1	72	Day, .	
Annealing room: —					
Annealers,	{ Men,	8	68 $\frac{8}{10}$	Night, .	
	{ Men,	7	72	Day, .	
Annealer washers,	Men,	21	68 $\frac{8}{10}$	Night, .	
Washers,	Men,	25	72	Day, .	
Annealer truckers,	Men,	4	68 $\frac{8}{10}$	Night, . . .	\$0 191
Truckers,	Men,	3	72	Day, . . .	180
Stock chasers,	{ Men,	2	67	Night, . . .	225
	{ Boys,	1	72	Day, . . .	250
Scales and weighers,	{ Men,	7	67	Night, . . .	220
	{ Men,	5	72	Day, . . .	220
Truck and barrel men,	{ Men,	29	67	Night, . . .	191
	{ Men,	26	72	Day, . . .	180
Stock chaser,	Man,	1	72	Day, . . .	225
	{ Men,	14	67	Night, . . .	196
	{ Boys,	20	69	Day, . . .	170
H. operators,	{ Girls,	85	42	1 and 2, . . .	7 500 ²
	{ Men,	43	49 $\frac{1}{2}$	3,	196
Fixer operators,	{ Men,	24	69	Day, . . .	243
	{ Men,	8	67	Night, . . .	220
Runners,	Boys,	6	69	Day, . . .	165
Draw press,	{ Men,	47	49 $\frac{1}{2}$	3,	196
	{ Girls,	91	42	1 and 2, . . .	197
Fixers,	{ Men,	13	67	Night, . . .	275
	{ Men,	37	69	Day, . . .	248

¹ No change.² Per week.

DRAWING DEPARTMENT — *Con.*

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Draw press,	Boys,	9	49½	3,	\$0 196
Hoppers,	Boys,	15	69	Day,	170
Fixer operators,	Men,	1	67	Night,	220
Hoppers trim,	Boys,	6	69	Day,	170
Fixer operators,	Men,	3	49½	3,	220
Fixers trim,	Men,	11	69	Day,	248
Fixers,	Men,	20	67	Night,	275
Trim operators,	{ Girls,	46	42.	1 and 2,	7 500 ¹
	{ Men,	14	49½	3,	196
	{ Boys,	5	49½	3,	196
Hoppers and gaugers,	Men,	10	67	Night,	196
Fixers,	Men,	9	67	Night,	253

EXPENSE DEPARTMENT.

Electricians,	{ Men,	19	54	Day,	\$0 338
	{ Men,	3	54	Night,	338
Electricians' helpers,	{ Men,	14	54	Day,	253
	{ Men,	1	54	Night,	253
	{ Boys,	2	54	Day,	203
Millwrights,	{ Men,	25	54	Day,	303
	{ Men,	6	54	Night,	303
Millwrights' helpers,	{ Men,	8	54	Day,	203
	{ Men,	3	54	Night,	203
Carpenters,	{ Men,	15	54	Day,	303
	{ Men,	3	54	Night,	303
Carpenters' helpers,	{ Men,	4	54	Day,	225
	{ Men,	1	54	Night,	225
Patternmakers,	Men,	3	54	Day,	303
Elevators,	{ Men,	4	54	Day,	203
	{ Men,	2	54	Night,	203

¹ Per week.

EXPENSE DEPARTMENT — *Con.*

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Belts and oil,	{ Men,	8	54	Day, . .	\$0 203
	{ Men,	4	54	Night, . .	203
Firemen,	{ Men,	5	54	Day, . .	225
	{ Men,	4	54	Night, . .	225
Pipers,	{ Men,	6	54	Day, . .	270
	{ Men,	2	54	Night, . .	270
Pipe helpers,	Men,	2	54	Day, . .	203
Tinsmiths,	{ Men,	2	54	Day, . .	270
	{ Men,	1	54	Night, . .	293
Painters,	Men,	6	54	Day, . .	270
Laborers,	Men,	19	54	Day, . .	203
Drivers,	Men,	3	54	Day, . .	236
Coopers,	Men,	1	54	Day, . .	259
Laundry,	Men,	1	54	Day, . .	197
Glass pounders,	Men,	1	54	Day, . .	203
Soap mixers,	{ Men,	1	54	Day, . .	203
	{ Men,	1	54	Night, . .	203
Saw filers,	Men,	1	54	Day, . .	303
Clock fixers,	Men,	1	54	Day, . .	338

FINISH SHELL.

Tool boys,	{ Boys,	2	54	Day, . .	\$0 198
	{ Boys,	1	75	Night, . .	196
Fixers,	{ Men,	39	54	Day, . .	300
	{ Men,	30	54	Night, . .	300
Gaugers, special,	{ Men,	3	54	Day, . .	184
	{ Men,	3	67	Night, . .	187
Truckers,	{ Men,	4	54	Day, . .	184
	{ Men,	2	67	Night, . .	196
Weighers,	{ Men,	6	54	Day, . .	184
	{ Men,	6	67	Night, . .	196

FINISH SHELL — *Con.*

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Anneal operators, . . .	{ Girls,	14	42	1, . . .	\$0 202
	{ Men,	10	49	Night, . .	196
Reducing operators, . . .	{ Girls,	16	42	1, . . .	179
	{ Men,	13	49½	Night, . .	209
Plugging,	{ Girls,	9	42	1, . . .	191
	{ Men,	7	49½	Night, . .	209
Head trimming, . . .	{ Girls,	24	42	1, . . .	179
	{ Men,	19	49½	Night, . .	196
Thick gauge,	{ Girls,	12	42	1, . . .	179
	{ Men,	10	49½	Night, . .	196
Length trimming, . . .	{ Girls,	13	42	1, . . .	179
	{ Men,	10	49½	Night, . .	196
Diameter gaugers, . . .	{ Girls,	18	42	1, . . .	179
	{ Men,	16	49½	Night, . .	196
Body gaugers,	{ Girls,	30	42	1, . . .	179
	{ Men,	26	49½	Night, . .	196
Capping operators, . . .	{ Girls,	10	42	1, . . .	191
	{ Men,	11	49½	Night, . .	196
Shell inspectors, . . .	{ Girls,	14	42	1, . . .	179
	{ Men,	1	67	Night, . .	196
Vent inspectors, . . .	{ Girls,	16	42	1, . . .	179
	{ Men,	16	49½	Night, . .	196
Hopper boys,	{ Boys,	13	54	Day, . . .	184
	{ Boys,	15	67	Night, . .	196
Annealer operators, . . .	{ Girls,	14	42	2, . . .	202
	{ Boys,	2	49½	3, . . .	196
Reducing operators, . . .	{ Girls,	16	42	2, . . .	179
	{ Boys,	3	49½	3, . . .	209
Plug operators,	{ Girls,	9	42	2, . . .	191
	{ Boys,	4	49½	3, . . .	209
Head trimmers,	{ Girls,	24	42	2, . . .	179
	{ Boys,	8	49½	3, . . .	196

FINISH SHELL—*Con.*

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Length trimmers,	{ Girls,	13	42	2,	\$0 179
	{ Boys,	5	49½	3,	196
Thick gauge,	{ Girls,	12	42	2,	179
	{ Boys,	5	49½	3,	196
Body gauge,	{ Girls,	30	42	2,	179
	{ Boys,	6	49½	3,	196
Capper operators,	{ Girls,	10	42	2,	191
	{ Boys,	4	49½	3,	196
Truckers,	Boys,	1	48	Day, . . .	122
Diameter gauge,	Girls,	18	42	2,	179
Vent inspectors,	Girls,	16	42	2,	179

INSPECTING AND PACKING.

Inspectors,	{ Girls,	265	54	Day, . . .	\$8 000 ¹
	{ Girls,	5	48	Day, . . .	148
Packers,	Girls,	42	54	Day, . . .	8 000 ¹
Porters (truckers),	Men,	18	54	Day, . . .	- ²
Porters (shot and bullet), . .	Men,	12	54	Day, . . .	190

BRITISH LOADING (SOUTH LOWELL).

Barrel men,	Men,	6	54	Day, . . .	\$0 209
Fixers,	Men,	-	48	Day, . . .	220
Machinists' fixers,	Men,	5	48	Day, . . .	220
Tunnel loaders,	{ Girls,	15	54	1,	10 310 ¹
	{ Girls,	15	42	2,	8 000 ¹
Greasers,	Girls,	25	54	1,	8 000 ¹
Machine operators,	Girls,	22	42	2,	7 500 ¹

¹ Per week.² No change.

BRITISH LOADING (SOUTH LOWELL) — *Con.*

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Tunnel-loaders' tenders, . . .	{ Men,	3	54	1, . . .	\$9 900 ¹
	{ Men,	3	42	2, . . .	9 900 ¹
	{ Men,	3	54	Day, . . .	9 900 ¹
General work,	{ Men,	11	54	Day, . . .	220
	{ Girls,	5	52	Day, . . .	148
Weighing powder,	Girls,	1	54	1, . . .	8 000 ¹

HAND LOADING.

Barrel men,	Men,	2	52	Day, . . .	\$9 900 ¹
Loaders,	{ Men,	8	52	Day, . . .	11 000 ¹
	{ Girls,	12	54	Day, . . .	8 000 ¹
General work,	{ Men,	6	52	Day, . . .	9 900 ¹
	{ Girls,	1	54	Day, . . .	8 000 ¹
Primers, rubbing in, . . .	{ Men,	4	52	Day, . . .	11 000 ¹
	{ Girls,	9	54	Day, . . .	11 000 ¹
Labelers,	Girls,	6	54	Day, . . .	8 000 ¹
Grease and pack,	Girls,	9	54	Day, . . .	8 000 ¹
Coverers,	Girls,	3	54	Day, . . .	8 000 ¹
General work,	{ Men,	3	52	Day, . . .	9 900 ¹
	{ Girls,	1	54	Day, . . .	8 000 ¹

MACHINE LOADING.

Polishing,	Men,	6	54	Night, . . .	\$0 206
Fixers,	Men,	3	54	Night, . . .	220
Tunnel loaders,	Men,	15	42½	3, . . .	206
Grease machines,	Men,	16	42½	3, . . .	206
Tunnel loaders,	Men,	3	42½	3, . . .	206
General work,	Men,	8	54	Night, . . .	220
Sweeper clerks,	Men,	3	42½	3, . . .	206
Weighing powder,	Men,	1	42½	3, . . .	206

¹ Per week.

PRIMER DEPARTMENT.

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Cupping,	Men and boys.	8	54	Day, . . .	\$0 211
	Men,	3	58½	Night, . . .	211
Assembling,	Men,	15	42	1 and 2, . . .	272
Loading,	Men,	12	42	1 and 2, . . .	315
General,	Men,	2	54	Day, . . .	184
Shaking,	Girls,	20	42	1 and 2, . . .	179
Pressing,	Girls,	11	42	1 and 2, . . .	179
Inspectors,	Girls,	12	42	1 and 2, . . .	179
Priming,	Girls,	14	42	1 and 2, . . .	249
Packing primers,	Girls,	10	42	1 and 2, . . .	179
Trimming cups,	Girls,	2	42	1 and 2, . . .	179
Shrapnel,	Girls,	80	42	Day, . . .	179

POLICE DEPARTMENT.

Officers,	Men,	33	84	Day and night,	- ¹
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PRIMING DEPARTMENT.

Priming,	Men,	7	54	Day, . . .	\$0 224
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SHIPPING (SOUTH LOWELL).

Laborers,	Men,	8	54	Day, . . .	\$0 190
Tinsmiths,	Men,	1	54	Day, . . .	250

TESTING (SOUTH LOWELL).

Powder weighers,	Girls,	4	54	Day, . . .	\$8 000 ²
Assistant testers,	Men,	9	54	Day, . . .	12 000 ²
General work,	Men,	3	54	Day, . . .	12 000 ²
Powder blenders,	Men,	2	54	Day, . . .	12 000 ²

¹ No change.² Per week.

SCRAP DEPARTMENT.

	Type.	Number em- ployed.	Hours per Week.	Shift.	Per Hour.
Truckers,	Boys,	1	54	Day, . . .	\$0 165
General work,	Men,	1	54	Day, . . .	165
Weighers,	Boys,	1	54	Day, . . .	165
Table,	Boys,	2	54	Day, . . .	165
	Men,	1	54	Day, . . .	176
General work,	Boys,	1	54	Day, . . .	165
Punchout,	Boys,	9	48	Day, . . .	110
	Boys,	1	54	Day, . . .	110
Table,	Boys,	1	54	Day, . . .	138
Head table,	Boys,	1	54	Day, . . .	182
Inspectors,	Girls,	83	54	Day, . . .	148
Floor women,	-	2	54	Day, . . .	16 $\frac{2}{3}$
Inspectors,	Girls,	22	48	Day, . . .	148

SHOT-SHELL DEPARTMENT.

Tend. rolling,	Boys,	5	45 $\frac{1}{4}$	Day, . . .	\$0 110
	Girls,	5	45 $\frac{1}{4}$	Day, . . .	148
Polishing,	Men,	5	54	Day, . . .	165
Cutting,	Girls,	3	54	Day, . . .	148
Processing,	Boys,	4	54	Day, . . .	165
Stamping,	Girls,	9	54	Day, . . .	148
Corrugating,	Girls,	2	54	Day, . . .	148
Assembling,	Girls,	8	54	Day, . . .	148
Heading,	Girls,	4	54	Day, . . .	148
Capping,	Girls,	8	54	Day, . . .	148
Inspecting,	Girls,	12	54	Day, . . .	148
Packing BSSC,	Girls,	4	54	Day, . . .	148
Collaring BSSC,	Girls,	2	54	Day, . . .	148
Punching BSSC,	Girls,	1	54	Day, . . .	148
Reducing BSSC,	Girls,	1	54	Day, . . .	148
General work,	Men,	19	54	Day, . . .	184
Scrap table,	Girls,	5	54	Day, . . .	148
General work,	Men,	2	54	Day, . . .	204

The Board recommends that there shall be a minimum rate for girls of sixteen years or older, except those engaged in mopping and cleaning, as follows: —

First three weeks, 54-hour schedule,	. \$0 13 per hour or \$7 00 a week
Fourth week and after, 54-hour schedule,	148 per hour or 8 00 a week
First three weeks, 42-hour schedule,	. 155 per hour or 6 50 a week
Fourth week and after, 42-hour schedule,	179 per hour or 7 50 a week

that no change shall effect a reduction in present rate of wages; that weekly pay reckoned by the hour shall be made in even money when more or less and within the approximation of 4 cents; and that there shall be no change in overtime rates.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

On December 7 the Board made the following recommendation: —

In the matter of the employer's application for an investigation of conditions and for a recommendation of proper pay at the plant of the United States Cartridge Company in Lowell.

Having considered said application and investigated the conditions of employment and the pay received by machinists employed at the company's plant in Lowell, the Board recommends that the pay of machinists established by the company and in force October 4, 1915, be increased 7 per cent., and as so increased be now established as the pay of machinists in its employ.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

These recommendations of November 23 and December 7 were accepted by the parties in interest and there was no renewal of the strike.

PAINTERS — FITCHBURG.

On May 11 the Board was notified that the painters of Fitchburg contemplated a strike. Several interviews were had with the respective parties with a view to bringing them into conference on the points of controversy and to advising them against a rupture of peaceful relations. While no definite agreement was reached, there was a better understanding of the respective attitudes, and no strike resulted.

READING RUBBER COMPANY — READING.

On May 13 the firemen employed by the Reading Rubber Company at Reading asked the employer to establish a day's work of 8 hours, saying that twelve hours day or night were too long for any man, and arguing that 99 per cent. of men engaged in firing boilers in Massachusetts were working but 8 hours a day. The principal reason was that the work was arduous and that the 8-hour day had been established for firemen even in places where the engineers worked 12 hours. On May 20 they notified the Board that the 8-hour day was refused, and they asked the mediation of the Board to compose a controversy that must otherwise take the form of a strike. The Board required them to refrain from offensive acts, at least until conciliative efforts were proven ineffective.

The Board counseled the officials of the company on May 26 as to the general and particular dangers of a strike of this kind, which ought to be averted by every effort consistent with the proper conduct of business. The men had been

respectful, and no threat was included in their forecasting the probability of a strike as a last resort when peaceful measures failed. The Board expressed a hope that moderate counsels would prevail on both sides. After an interview with the president one of the firemen was discharged, as he alleged, for the express reason that he had brought so small a matter to the attention of this Board. To the grievances of long hours and neglect of their petition the men in question now added two others, — unjust discrimination and an offensive act of the employer while negotiating. The Board gave a hearing at which the officials of the company stated that the discharge was not for the reason alleged, nor was it intended to offend anybody; on the contrary, the man had been discharged as the culmination of a previous resolve to do so, for the company had always found him a difficult man to please, and it was deemed best for both parties to let him go. The company expressed regret that it might in the circumstances be otherwise construed. A few days later the man had found another position and so notified the Board. There was no strike.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On May 18 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in the stitching department. (19)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants

nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill for the work as there performed:—

	Per 100 Holes.
Buttonhole making, U. S. M. machine:—	
Regular-height shoes,	\$0 04½
Oxfords,	05

By the Board,

BERNARD F. SUPPLE, *Secretary*.

WILLIAM M. BAILEY — WORCESTER.

The employment of workmen obnoxious to the Electrical Workers' Union in Worcester led to strikes and rumors of strikes among the allied building crafts of that city. William M. Bailey, a concrete-constructing engineer of Boston, was erecting some large edifices, and had awarded subcontracts to local employers of labor. One of these had been at variance with the Electrical Workers' Union for many months, and was paying non-union workmen to install electric devices.

On May 21 the carpenters and hoisting engineers struck rather than work with men not acceptable to the Electrical Workers' Union. As a result of many conferences with the craftsmen involved and with Mr. Bailey, he and the union's agents met at the State House to confer in the presence of the Board on June 1, and again at Worcester on June 2, when an agreement was effected. The terms of the settlement and the fate of the subcontracts were not published. All the strikers returned to their jobs on the new buildings on June 3.

Similar difficulties in other parts of Worcester were the subject of conferences between master builders, subcontractors and workmen's agents, and were in like manner adjusted about that time without attracting public attention.

EMERSON SHOE COMPANY — ROCKLAND.

On May 21 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Emerson Shoe Company of Rockland and employees in the stitching department. (7)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Emerson Shoe Company to employees in said department at Rockland for work as there performed: —

STITCHING DEPARTMENT.	CENTS PER 12 PAIR.				
	Purple-tag.	Pink-, Yellow- and Salmon-tag.	White-tag.	Boys' Shoes.	Youths' Shoes.
Fitting top to lining, not seamed on: —					
Regular-height bal, button, Blucher,	10 ¹	9 ²	8	6	6
Low shoes,	10 ²	9 ²	8 ¹	6 ¹	6 ¹
Turning button shoes with fly seamed on,	—	18	16	14	14
Turning pumps,	—	—	12	10	10
Cementing and folding across top, square-corner bal or Blucher, by machine.	— ³	— ³	—	—	—
Stitching foxings: —					
Two rows, 2-needle,	15	15	13	11	10
Two rows, 1-needle,	20	20	16	13	13

¹ Black or tan.

² Tan.

³ No change.

STITCHING DEPARTMENT.	CENTS PER 12 PAIR.				
	Purple-tag.	Pink, Yellow, and Salmon-tag.	White-tag.	Boys' Shoes.	Youths' Shoes.
Undertrimming held-on, regular button, Blucher or circular Oxford.	14	12	—	9	8
Stitching eyelet rows: —					
A, AA, 20, high shoes,	4½	4	3½	3	2½
A, AA, 20, low shoes,	4	3½	3	2½	2
Anchor, 12, high shoes,	6	6	5	4½	4½
Anchor, 12, low shoes,	5	5	4½	4½	4½
Panel: 152, O-OO, K, T, R, L, high shoes,	12	10	8	7½	6½
Panel: 152, DD, O-OO, K, T, R, L, low shoes.	9	8	6	4½	4½
Marking all eyelet rows,	2	2	1¾	1½	1½
Stitching outside backstays, 1-needle: —					
1, 2, 5, S,	9	8	6	5	5
4, 8, including holding in back strap, .	12	11	8	6½	6½
Low-shoe T stay,	10	9	8	7	7
Low-shoe X No. 10 stay,	6	6	5	4½	4
Folding backstays: —					
Cementing and folding: —					
1, 2, 5, S stays: —					
By hand,	4½	4½	—	—	—
By machine,	4	4	—	—	—
4 or 8 stays, by machine,	4	4	—	—	—

By the Board,
 BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On May 21 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the stitching department of Factory No. 1. (15)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by W. L. Douglas Shoe Company in Factory No. 1 at Brockton for undertrimming held-on work with strap held in, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

HAFFENREFFER BREWERY — BOSTON.

On May 27 the Board was informed of a dispute in the Haffenreffer Brewery relative to the discharge of an employee. The parties to the dispute, having an arbitration agreement, were advised by the Board in the matter of submitting a controversy, and May 29 was appointed for a conference at the State House for the purpose of inducing an agreement in settlement, or otherwise to frame an application for arbitration. In the meanwhile, following the Board's advice, the parties effected an agreement.

EVERETT MILLS — LAWRENCE.

Some 1,500 mill hands were thrown out of work when the Everett Mills at Lawrence were shut down at the end of May 27 as a sequel to a strike of 57 beamers. The purpose

of the beamers' strike was to enforce a demand for pay by the day when working on inferior grades of goods for the reason, as stated, that piece prices when handling poor material did not afford a living wage. The Board advised the parties, who thereupon began a train of conferences which were productive of better understanding, and encouraged the management to resume work at the end of ten days. Seven hundred and fifty hands returned to the carding, spinning, warping and spooling departments on Monday, June 7.

Assistant Superintendent William D. Twiss gave out the following statement: —

After several agreeable interviews and a thorough understanding regarding present conditions with reference to the difficulty of obtaining dyestuffs, the differences between the beamers and mill officials have been amicably settled, and the men are returning to work as fast as the work can be gotten ready for them. It is expected that the beaming department will be running about as usual by the end of the week.

All the others returned on June 14, except the packers, folders and finishers, and these went in on the 16th and 17th.

CHURCHILL & ALDEN COMPANY — BROCKTON.

A controversy on fair prices for vamping in the shoe factories of Churchill & Alden at Brockton was brought to the Board's attention on June 1, when the employer expressed a desire for an investigation by experts. A formal submission by the parties was lacking in some details, and they were requested to specify particularly the points of controversy. The parties accordingly met for the purpose of making a joint application, and while conferring on the issues came to an agreement on June 15 and subsequently notified the Board of the adjustment.

ALLEN, FOSTER & WILLETT — LYNN.

On June 11 the following recommendations were made: —

In the matter of the joint arbitration of a controversy between Allen, Foster & Willett, shoe manufacturers of Lynn, and lasters, submitted, pursuant to agreement, to a board of adjustment and to this Board for determination upon consideration of the evidence submitted to said board of adjustment. (28)

The Board, having considered the evidence submitted, recommends that the decision of the board of adjustment should be as follows: —

Lasting (consolidated hand-method machine — McKay shoes): —

Items comprehended under "All others" in current lists (except patent leather).

The evidence submitted warrants a decision of 30 cents per 12 pair.

High-toed lasts, Nos. 80 and 83.

The evidence submitted is not sufficient to warrant a change in the price now paid; therefore a decision of no change should be made.

Pulling-over: —

Operating machine on items of labor comprehended under "All others" in current lists (except patent leather).

The evidence submitted is not sufficient to warrant a change in the price now paid; therefore a decision of no change should be made.

By agreement of the parties the above recommendations are to take effect as of date of March 1, 1915.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

GREGORY & READ COMPANY — LYNN.

On June 11 the following recommendations were made: —

In the matter of the joint arbitration of a controversy between Gregory & Read Company, shoe manufacturer of Lynn, and lasters, submitted, pursuant to agreement, to a board of adjustment and to this Board for determination upon consideration of the evidence submitted to said board of adjustment. (29)

The Board, having considered the evidence submitted, recommends that the decision of the board of adjustment should be as follows: —

Lasting (consolidated hand-method machine — McKay shoes): —

Storm boots: —

The evidence submitted is not sufficient to warrant a change in the price now paid; therefore a decision of no change should be made.

Last No. 95: —

The evidence submitted is not sufficient to warrant a change in the price now paid; therefore a decision of no change should be made.

“All others:” —

The evidence submitted warrants a decision of 30 cents per 12 pair.

Russia calf: —

The evidence submitted warrants a decision of 30 cents per 12 pair.

By agreement of the parties the above recommendations are to take effect as of date of March 1, 1915.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

A. M. CREIGHTON — LYNN.

On June 11 the following recommendation was made: —

In the matter of the joint arbitration of a controversy between A. M. Creighton, shoe manufacturer of Lynn, and lasters, submitted, pursuant to agreement to a board of adjustment and to this Board for determination upon consideration of the evidence submitted to said board of adjustment. (31)

The Board, having considered the evidence submitted, recommends that the decision of the board of adjustment should be as follows: —

Lasting (consolidated hand-method machine — McKay shoes): —

“All others,” counters pulled.

The evidence submitted warrants a decision of 27 cents per 12 pair.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

E. E. TALYOR COMPANY — BROCKTON.

On June 15 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees in the edgemaking department. (27)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by E. E. Taylor Company at Brockton for edgetrimming, including knifing, as the work is there performed:

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On June 15 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the edgemaking department of the Farnum Factory No. 3. (21)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices to be paid for edgetrimming (no knifing) and edgesetting, including blacking and brushing, performed on shoes the selling price of which does not exceed \$2.50 per pair, the prices of which were fixed by an agreement between the parties which was in force February 12, 1915.

For the operations in question performed upon shoes, the selling price of which exceeds \$2.50 per pair, but does not exceed \$2.75 per pair, upon the basis agreed upon by the parties in said application, the

Board awards that the following prices be paid for the work as performed:—

	Per 12 Pair.
Edgetrimming (no knifing),	\$0 25
Edgesetting, including blacking and brushing,	18

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the sole fastening department of the Farnum Factory No. 3.
(22)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices to be paid for Goodyear welting, Goodyear stitching and roughrounding, performed on shoes the selling price of which does not exceed \$2.50 per pair, the prices of which were fixed by an agreement between the parties which was in force February 12, 1915.

For the operations in question performed upon shoes the selling price of which exceeds \$2.50 per pair, but does not exceed \$2.75 per pair, upon the basis agreed upon by the parties in said application, the Board awards that the following prices be paid for the work as performed:—

	Per 12 Pair.
Goodyear welting,	\$0 18
Goodyear stitching,	20
Roughrounding,	09

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the lasting department of the Farnum Factory No. 3. (26)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in

the prices to be paid for tacking and trimming insoles by machine; assembling by machine; pulling by machine; side-lasting by hand; bed-machine operating, regular dull goods, colored goods and patent leather, performed on shoes the selling price of which does not exceed \$2.50 per pair, the prices of which were fixed by an agreement between the parties which was in force February 12, 1915.

For the operations in question performed upon shoes the selling price of which exceeds \$2.50 per pair, but does not exceed \$2.75 per pair, upon the basis agreed upon by the parties in said application, the Board awards that the following prices be paid for the work as performed: —

	Per 12 Pair.
Tacking and trimming insoles by machine,	\$0 03 $\frac{1}{2}$
Assembling by machine,	16
Pulling by machine,	14
Side-lasting by hand,	19
Bed machine operating: —	
Regular dull goods.	32
Colored goods,	36
Patent leather,	42

By the Board,
BERNARD F. SUPPLE, *Secretary*.

WRIGHT WIRE COMPANY — PALMER.

The works of the Wright Wire Company at Palmer had been free from industrial troubles for many years. Non-English speaking workmen in the course of time have come to constitute a majority of the employees; misunderstandings have arisen, fewer than might be expected, however, but they illustrate a cause of considerable trouble formerly unknown, which interprets as offensive the discipline necessary to the operation of the works where large numbers are employed. A strike that occurred on February 24 was settled by agreement of parties without attracting attention; then the laying off of a man for a breach of regulation led to a strike in

April, but the workers, acknowledging their error, returned. But that was not the end, for the mutual jealousies of the different nationalities have been the occasion of other difficulties.

On June 24 the workmen made some fourteen demands, — for increase in wages for twelve operations, for 50 per cent. extra for working after hours or on specified holidays, and for rectification of the rule of laying men off. There was a conference of parties with some progress towards a settlement. While the employer expressed a willingness to grant the wage demands for “drawing out,” he deemed other demands excessive for the kind of work performed, and the men, on the 28th, voted to strike without naming a day, and, in the meanwhile, to notify this Board. The next day the selectmen of Palmer and the workmen’s agent gave notice that a strike was impending. The president of the company, in an interview on July 1, expressed a willingness to confer with the men in the presence of the Board, but while the meeting was arranging he shut down the works for repairs, and the employees solicited the Board’s immediate attention. So soon as the engagements of the employer and the Board permitted, a conference was held on July 9 at Worcester and continued to July 13. On the 12th the factory resumed operations. At the conference on July 13 the laying off of two men was apparently the main difficulty, and it was composed, the employer agreeing to take the men back. The wage question appeared to be susceptible of mutual agreement, and the Board advised the parties to remain in conference until it might be adjusted.

The parties met in the presence of the Board on July 20, and claims of unfair discrimination were satisfactorily settled.

The wage question remained. The employer claimed and submitted evidence that the average earnings for skilled and unskilled were greater than in other mills where similar work was performed; and in view of the opportunities afforded by his bonus system to make such earnings still greater, he was loath to make the desired changes in the wage rates. The wage question, at no time ominous, was such as might be adjusted at leisure. The two men that had been laid off sought and obtained work on July 20. An agreement with the workmen's agent in such cases as these is more easily effected than with a miscellaneous body of men through the medium of interpreters. The two men who returned were put to work on the night shift and were satisfied to remain.

The meaning received from some remarks of the employer was the cause of a fresh difficulty at this important time. A few employees, claiming that nothing further was to be expected from him, struck on the 21st, but their defection was not enough to excite his apprehension of further trouble until the mill was about to begin operations on the 22d, when pickets were observed about the place and attempts were made to influence willing workers to remain away, contrary to the advice of the workmen's agent. During the two days the Board and the representatives of organized labor endeavored to induce the union to declare the strike off, which the men finally decided to do on the evening of the 22d. Annoyed to think that a few men could so effectively interfere with business, the employer deemed it not for his interest to start up the mill. When the strikers returned for work on the 23d the mill was closed, and a notice informed them that it would remain so for an indefinite time.

The unemployment of 325 men had not improved the business, for the employer's ability to provide work diminishes as a shutdown lengthens. The Board gave several hearings at Palmer with a view to the resumption of the industry, as a result of which the mill reopened on August 4. The employer announced that he would give employment to as many as might be accommodated, and the proposition was agreed to as a settlement of the strike.

In September a petition alleging unfair discrimination was the occasion of a further hearing at Palmer. It was found that 10 men who desired to return to work had not been given employment. The employer's attorney announced that work was ready for 5 or more who might apply. The factory was by that time operating night and day. No further complaint was received, and recent inquiries have revealed no sign of labor trouble.

ELECTRIC WORKERS — FALL RIVER.

Sixty-two workmen in Fall River, engaged in the installation of electric devices, on June 25 went out on strike to compel the adoption of a proposed agreement. Five contractors had accepted it. The strike was protracted and rather void of incident save that some strangers had been hired in the place of strikers and the employers expressed a desire to protect them. The Board mediated in response to notice from the mayor of Fall River, and endeavored to induce a more tolerant frame of mind on both sides. The strikers were willing to abate their demand for a union shop, but the employers were resolved to remain free from any alliance. The strike was not declared off.

ALLEN, FOSTER & WILLETT — LYNN.

On June 29 the following decision was made:—

In the matter of the joint arbitration of a controversy between Allen, Foster & Willett, of Lynn, and shoe cutters, submitted, pursuant to agreement, to a board of adjustment and to this Board for determination upon consideration of the evidence submitted to said board of adjustment. (30)

The Board, having considered the evidence submitted, recommends that the decision of the board of adjustment should be no change in the price paid for cutting the front and the back of a side-laced boot.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

ISRAEL GOLDMAN — WORCESTER.

The union carpenters and operators of portable engines, 24 in number, engaged by Israel Goldman in the erection of three large buildings in Worcester, struck on June 24 to resist the employment of a non-union engineer as the operator of a cement-mixing machine. The unions' agents had several fruitless interviews with Mr. Goldman before the strike was declared. The Board visited Worcester and advised a further effort, which was made on June 30 and resulted in a settlement and the men's returning to work.

CENTRAL BUILDING COMPANY — WORCESTER.

Forty-eight union men represented in the Building Trades Council at Worcester ceased work on June 30 to emphasize an objection to non-union employees of the Coghlin Electric Company of that city, a subcontractor. The steam fitters

and plumbers who quitted had been placed on their jobs by other subcontractors; the other strikers had been employed by the general contractor, the Central Building Company of Worcester. Steam fitters, plumbers, carpenters, hoisting engineers, cement workers, painters, etc., stopped working on three structures then building by the same general contractor. The employer claimed that he had had no notice of the real or fancied grievance. The carpenters admitted that they gave no special warning, but that their objection was one of long standing and was well known. The Central Building Company cited instances when they had worked for the same employers in similar circumstances without a protest. The employees' agents averred that the prospect of coming to a friendly understanding with the Coghlin Electric Company was then brightened by hope, but finding that forbearance was interpreted as weakness the allied craftsmen were resolved to act so as to be understood.

The Board was in daily communication with the parties and counseled them in the way of peace. On July 7 the Central Building Company and the strikers met at Worcester in conference before the Board and adjusted the dispute by agreement whereby the union men returned to work under conditions satisfactory to them. By an arrangement between the general contractor and the subcontractors, the details of which were not stated, the Coghlin Electric Company and its workmen withdrew from the buildings.

UNITED STATES WORSTED COMPANY — LAWRENCE.

At the Uswoco Mills of the United States Worsted Company at Lawrence, strikes occurred on June 22, 23 and 24 which involved about 295 men and women of the burling and mending department.

They had been engaged to correct the errors of the loom, some to detect and indicate where defects awaited repairs, and others to remove the broken yarn and skilfully insert a perfect thread in its place. The product of the mills is poplins principally, and mending is done in the finished stage as well as in the gray, and while errors are more easily detected after the goods have come from the dyer, and indeed some are not discoverable until then, the management prefers to have the mending done in the earlier stage, and objects to excessive remending. When the web is inspected in the first instance the percher chalks the defect, but when the finished goods are inspected he indicates it by a stitch or "string," which shows the mender where to insert the missing thread.

The employer claimed in this case that the percher ought to see more, for he is paid once to do his work right, and to pay for stringing the finished goods is to put a premium on carelessness. The perchers affirmed that they took pains to mark every blemish that was discoverable in the gray, and ought to be paid for their time or labor when required to string for remending. Whatever view might be the true one, the women claimed that the menders were not to blame, and should be paid for all the work they performed whether the goods were dyed or undyed.

The Board had separate interviews with the parties on July 2, and brought the parties into conference on the 6th and the 9th. An agreement was reached on July 9 and the strike was declared off; all were to be reinstated without prejudice, but not all immediately; they were to be received as business might warrant it, until all were re-employed; any case of hardship would be corrected when made known and demonstrated by experience; and, moreover, when new styles required a larger amount of inspection and repairing the management would make such adjustments as would be fair.

The strikers began to return to the mills on Monday, July 12, and no further complaint was made.

SUFFOLK KNITTING COMPANY — BOSTON.

On Friday, July 2, 80 men and women in all the departments left work in the mill of the Suffolk Knitting Company of Boston because of some dissatisfaction of the collar makers. The Board mediated between the parties and arranged a conference. The employer, Frank Cohen, and a representative of the workers, Allie Epstein, appeared. Epstein declined to make any statement and the Board dissolved the meeting. The difficulty lasted two weeks. There had been street disturbances and arrests. Business was quickly resumed and the strikers disappeared.

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W. L. DOUGLAS SHOE COMPANY — BROCKTON.

• On July 6 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company, shoe manufacturer of Brockton, and employees in the treeing departments of Factories Nos. 1 and 2. (18)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company in Factories Nos. 1 and 2 at Brockton for work as performed on the Miller power-treeing machine:—

	Per 12 Pair.
Patent leather: washed, ironed on machine (by hand where necessary), cleaned and ragged off,	\$0 25
Gun metal or velours: cleaned, ironed on machine (by hand where necessary), one coat of filler applied and ragged off,	12½
Black vici: cleaned, ironed on machine (by hand where necessary), one coat of filler or one coat of dressing applied,	12½

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**McCALLUM HOSIERY COMPANY — NORTHAMPTON,
FLORENCE.**

Four years ago the knitters employed in the mills of the McCallum Hosiery Company, at a time when the price of labor on a certain kind of silk hose was advanced, agreed not to ask to raise the prices of other work. The business relaxing in the last quarter of 1914, the company, to avoid suspending any of its employees, proposed to manufacture in part a product similar to goods produced by others at a lower cost, and named a wage rate, — 45 cents a dozen.

The knitters objected that the price was too low, but the employer had no higher priced work to put them at. Forty knitters, party to the agreement, struck in November, 1914, for a 50-cent price, 15 quitting the Northampton and Florence mills and the others the Providence mill. Ten of the 15 found other work, and the remaining 5 men prolonged the strike for several months. The men employed on the finer grade of product remained at work until May, 1915.

The president of the company declined to meet a committee of knitters from both mills on May 27, 1915, at Northampton for the reason, as transmitted to them, that employer and workmen already understood every phase of the issue, which had not changed since the previous autumn, and there was therefore nothing to discuss; whether or not a strike existed was immaterial. One hundred and thirty knitters had not gone to work that day. There certainly was a strike, and in the two mills. On May 28, 50 girls in the throwing department struck in sympathy. The girls of the mending department were induced to remain at work by the conciliative arguments of one of them. The knitters in the De Luxe mill at Providence struck on the 29th, and the strikers of both States took counsel of one another. The vice-president and treasurer of the Silk Hosiery Knitters' Union arrived from Pennsylvania to assist in the deliberations. About 500 other employees were idle in consequence of the strike.

The earnings of knitters operating one or two machines with or without a helper varied in these mills according to the skill. In a statement published by one of them, who denied

that the knitters had a monopoly of a "utopian mint," but admitted that the McCallum rate of wages was high, it was stated that a few first-class men were said to average \$45 a week; others, \$35; and juniors operating one machine, \$25. The strikers declared that the agreement of four years ago was not that they would never ask for an increase; nor would they ask for any now, if the company would take back the 5 men into its employ.

At a conference of parties on June 2 the strike was satisfactorily settled in fifteen minutes, misunderstandings were removed, and only slight, if any, concessions were made on either side; the details were not made public.

Three weeks later, on June 22, of the workwomen who had struck in sympathy with the men, about 80, engaged in sewing, joining and running on, struck to secure the reinstatement of 5 girls who had not been given work. A visit of their committee to the company's office was without tangible result, for Mr. McCallum was out of town. While the knitters were opposed to the latter strike, it was evident that they, and, indeed, all the employees, would soon be involved in idleness for practical reasons. The women strikers had formed a union and picketed the neighborhood of the mills, and the women at work sought and obtained police protection. The company laid off some of the men knitters for the reason that the necessary material was lacking through the defection of so many women. Others of the knitters remained at work. The mills closed for taking an inventory, and the unions in interest sent delegates to a convention of hosiery workers at Philadelphia. The mills reopened on July 12 and advertised for workers; a few of

the striking women thereupon returned to the mills, and some three or four new hands were received into vacant places. The knitters voted on July 13 to strike in sympathy with the women. The Board at Northampton counseled representatives of several departments to see that their unions took no strike action pending a conference of parties, to be arranged by the Board. Such a conference was had the next day, and the Board persisted in its mediation, till on July 22 the strike was declared off. Mr. Wood of the Board had made the following recommendation:—

Having interviewed the employer and committees of the striking employees, in an endeavor to ascertain the facts relative to the existing controversy, I recommend that the strike be called off, and the striking employees return to work, thus providing the opportunity for co-operation to both parties, to the end that normal conditions and harmonious relations can be properly established.

The employer assures the State Board that he will employ all the girls as fast as the company has work for them, preference of employment and former positions to be given them before new help is employed.

The women did not find it easy to get back to their former occupation, owing to the disorder that the strike had made in factory conditions; the company, however, having expressed a willingness to receive as many as there was work for, the Board endeavored to secure their acceptance. At Florence as many as sought employment were reinstated, but some of the women were not received at the Northampton factory. The fact that these were officers of the union was alleged to the Board as evidence that the company did not, in the spirit in which it was received, intend to confirm the assurance transmitted by the Board to the strikers and accepted as a satisfactory termination of the difficulty.

**D. WHITING & SONS, C. BRIGHAM COMPANY, ELM HILL
FARM COMPANY — BOSTON.**

Information of a strike of employees of D. Whiting & Sons, C. Brigham Company and Elm Hill Farm Company of Boston, milk dealers, on July 14, impelled the Board to communicate with the parties and suggest how best to arrange a settlement. The representatives of the parties thereupon met and agreed. The strike was declared off. The terms of the settlement were not announced.

STEAM FITTERS — FALL RIVER.

On July 19 the Board went to Fall River to compose a difficulty involving the contractors for plumbing and heating installation and 40 employees in the steam fitting branches who that day went on strike. Five of the employers had come to an agreement with their workmen, and conferences were arranged for between other employers and the agents of the local union No. 646 of the United Association of Plumbers, Gas Fitters and Steam Fitters and Helpers. The conferences, which began July 20, were destined to result in an adjustment. On that day the Board received the following letter: —

FALL RIVER, Mass., July 20, 1915.

State Board of Arbitration, State House, Boston, Mass.

GENTLEMEN: — In accordance with the provisions of section 2, chapter 106, Revised Laws of Massachusetts, I wish to notify you that the members of the local union No. 646 of the United Association of Plumbers, Gas Fitters and Steam Fitters and Helpers are on strike at the present time.

Mr. Bump of the Arbitration Board is already aware of this fact, but this notice is sent so that you may have same for your files.

Yours truly,

JAMES H. KAY,
Mayor.

An agreement was reached in all the shops affected, and the journeymen and helpers returned to their occupations on the following Monday, July 26, at a rate of \$3.50 for journeymen steam fitters and \$2.25 for experienced helpers for a day of 8 hours.

QUINCY MARKET COLD STORAGE AND WAREHOUSE COMPANY — BOSTON.

A discharge of men by the Quincy Market Cold Storage and Warehouse Company of Boston led to a strike of about 75 employees on July 22. The employer, engaged in the general storage business and in storing and conserving perishable foodstuffs, has brisk and slack seasons, and the number of employees varies accordingly. The Board mediated between the parties in several interviews, and was informed by the employer that there was no ill will towards any of the recent employees, and that they, or some of them, would willingly be taken back on occasion, say from 30 to 50; but at present none of them was required, for he had secured other laborers. The men charged that he had secured strangers through advertisements and oral solicitations without stating, as the law requires, that there was a strike; but the company denied the charge. The employees brought the matter to the Board of Labor and Industries. No settlement was reached. The business was carried on without interruption, but the strike was never declared off.

NORTHEASTERN STREET RAILWAY COMPANY — HAVERHILL.

Early in July negotiations began between the Northeastern Street Railway Company and its employees and were adjourned from day to day. Rumor of a threatened strike having reached the Board, advice was given to the parties. An agreement was finally reached and referred to the employees for ratification. They ratified it on the 23d, and the president of the company notified this Board to that effect on the following day.

SCRANTON COAL COMPANY — WORCESTER.

As a result of the discharge of a member of the Coal Teamsters' Union at Worcester by the Scranton Coal Company, 10 men struck on the following day, July 28, and sought the mediation of the Board. They were reminded that they should have invoked the Board first, but the Board visited Worcester on that day and mediated between the parties. It appeared that there had been a debate on July 28 between the manager and the 11 drivers as to delivering 6 tons of coal as a day's work, which the manager ended by withdrawing his demand and discharging a driver named Buckley. The 10 drivers urged his reinstatement and were told that the discharge was final. The 10 men thereupon struck, and the employer said he would not take them again into his employ. Subsequently the employer expressed a willingness to re-employ 2 of the strikers, and on occasion of requiring others would give the remaining 8 a preference if they chose to apply. An agreement to that proposition was reached on August 5.

NICHOLAS J. SMITH COMPANY — WORCESTER.

On July 29 a telephone notice was received from Nicholas J. Smith Company of Worcester relative to a strike of steam fitters because of the employment of non-union carpenters on a house built by Mrs. Nicholas J. Smith. The Board went to Worcester that day and met N. J. Smith and Michael F. Garrett, Walter F. Read and Benjamin Sundin, representing the respective parties in interest. The controversy grew out of awarding a contract on the private house to a contractor who did not employ union carpenters. While all of the parties concerned were willing to leave the matter to the determination of the Board, the Board expressed a belief that it could be best composed by negotiation, and advised the parties to remain together in conference for that purpose. The advice was accepted and conferences were had from time to time. While the matter was under consideration the 18 strikers returned to work, and the sheet-metal workers and other craftsmen who were on the point of striking remained at work. At the end of a few days a good understanding was reached and the difficulty did not recur. The terms of adjustment between Mr. Smith and the building contractor, on which the adjustment of the labor controversy depended, were not made public.

BECKER MILLING MACHINE COMPANY — BOSTON.

During a conference on July 29, between the Becker Milling Machine Company of Boston and a committee representing employees, a strike of 600 occurred which nearly

depopulated the factory. The committee proposed at the conference reinstatement of 20 machinists who had been discharged or gone on strike on Monday, July 26; the abolition of the efficiency system; the 48-hour week; a minimum wage of 50 cents for machinists; and a written agreement for one year. The employer, as reported by the committee, expressed a willingness to grant time and one-half for overtime and reinstate the 20 men, but requested further consideration of the question of hours, wages and efficiency system. All the employees except pattern makers and moulders were on strike when the committee withdrew. The following letter was sent:—

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, August 3, 1915.

To the Becker Milling Machine Company and the Striking Employees of the Corporation.

GENTLEMEN:—The Board has by conference with both parties to the pending controversy ascertained the views and opinions of each, and has received assurances from the employer—

That employment will be given to all who return to work, including those who were discharged and those who went out in sympathy with them.

That the management has no doubt that, after they have returned to their former positions, differences as to hours and wages can be satisfactorily adjusted.

That the management will investigate the discharge of the men and see that they have a fair hearing.

The Board, therefore, recommends that all who were discharged or who went out return to their former positions and present to the management all and whatever grounds of controversy exist; that both employer and employees endeavor by conference to arrive at an agreement upon matters of difference between them; and if, having endeavored to make such agreement, they are unable to do so, that such matters of controversy as may then remain be submitted to a board of arbitration selected by themselves, or to the State Board.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

The parties wrote in response, but neither would accept arbitration. The strikers began to return to the factory. On September 9 the employer, claiming that his business was normal, applied to the Board for an investigation of the business, with a view to ascertaining whether it was fully accomplishing its undertakings with the proper degree of activity. The Board investigated and published the following on October 25, 1915: —

In the matter of the application of the Becker Milling Machine Company, manufacturer of machines at Hyde Park in Boston. (46)

This application, made to the Board under Acts of 1914, chapter 347, states that during the month of July, 1915, there was a strike; that since the resumption of activity in September all departments have been performing a normal amount of business. The Board is requested to determine whether the business of said company is being carried on by the petitioner in a normal and usual manner and to the normal and usual extent.

Having considered said application and investigated the character of the business and the conditions under which it is carried on, which is the subject-matter thereof, the Board determines that the business of said Becker Milling Machine Company at Hyde Park in Boston is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

TROLLEY MEN — HOLYOKE.

Negotiations pursuant to a three-year agreement that was nearing its term began on May 1, when the trolley men of Holyoke gave thirty days' notice of a desire for changes. Several conferences were had with the officers of the street railway system, but no final agreement was reached. Agreement was nearly reached on July 6 between the president of the Holyoke Street Railway and a committee of its car men.

The employer conceded that wages would be computed by the day rather than by the company's proposed scale of hours of platform time; but a difference existed as to whether the term of the new agreement should be one year or two, and the union refused its assent to a longer term than one year. No closer approach to an agreement had been made in the following four weeks; some of the men in interest gave voice to other complaints, and the night men passed a vote that was considered ominous, in the absence of their general officers who were occupied with controversies in other quarters. The mayor of Holyoke notified this Board that a strike was imminent, and the Board intervened with a request that no strike be declared pending further deliberations.

On August 2 the employees demanded for car men that the existing scale of wages be reckoned by the day at \$2.30 and \$2.45 for the first and second half years, at \$2.60 and \$2.70 for the second and third years, respectively, and after three years' service at \$2.85; that 9 hours within 11 shall be established as the length of a day's work; that the hour rate shall be one-ninth of the day rate; that the first quarter hour or fraction thereof of overtime shall be reckoned a half hour extra; and that a half hour or major fraction thereof of overtime shall be reckoned a full hour extra. They further demanded for car house and shop employees that the existing daily wages shall be the rate for 9 hours' work performed on secular days within 10 hours, or for 8 hours' work performed on Sundays or holidays within 9 hours. In addition they demanded that the foregoing and all that had been conceded by the employer should remain in force until June 1, 1916, and that all matters remaining in dispute on August

9 should be referred to this Board for arbitration. To these demands they respectfully requested an answer not later than midnight, August 2. On August 4 a telegram from Mr. J. H. Reardon announced to the Board that a strike vote had been taken, but the strike was not to be declared pending the Board's response. Mr. Wood of this Board met Mr. Reardon on the following day. It appeared that the company had not replied to all the demands, and that the members of the union were too indignant to make another approach to an employer who seemed to ignore an ultimatum, but they would meet the employer in any conference before the Board that the Board might arrange. The employer's explanation was that some of the directors were absent from the city, and the president had not been able to secure their attention to the trolley men's letter. The Board maintained communication with the parties during the next two days and gave notice of a conference to be held at City Hall on August 7, coupled with such advice as was calculated to appease the car men's feelings and hasten the company's reply. It further appeared that the car men had not fully and correctly considered, if at all, the difficulty of the president's attitude at this stage of the controversy, for the car men's agent notified the Board on August 6 that a reply, responsive to each demand as yet unanswered, must arrive before midnight or the employees would strike. The Board urged that a strike is never necessary in the presence of better means of redress, and that in this instance such an expedient would be signally improper, since the employer was friendly in his bearing even though he might seem as yet unconvinced. The men's agent, responding to the Board's insistence,

promised to present to the meeting its request that opportunity be afforded for considering the company's present intentions. Assured by this, while conscious that the parties were undergoing a severe strain, the Board was confident that the relation of employer and employed would endure until the Board met them in conference. The event was a disappointment to all concerned in the peaceful maintenance of industry.

At 9 o'clock that evening, three hours before the promised opportunity to consider the Board's proposal of a conference and the reasons therefor, the agent announced that there would be a strike at midnight, and at half past 1 o'clock on the morning of the 7th the strike was declared. The citizens awoke to find no street cars running to Springfield, Chicopee, Westfield, South Hadley, Amherst or Northampton. The street-car service within the city was idle. Two hundred and fifty men had ceased work. Merchants lost the trade of customers from adjacent towns. The steam railroads increased their local traffic accommodations and auto vehicles appeared in great numbers.

The following reply was made to the "ultimatum:"—

The directors of the Holyoke Street Railway Company, at their meeting to-day (the first at which a quorum could be assembled), have directed me to reply to your favor of August 2, 1915, as follows:—

Inasmuch as the members of Division No. 537, Amalgamated Association of Street and Electric Railway Employees of America, have by their action last night voluntarily severed their connection with this company, and have ceased to be its employees, it seems unnecessary to reply to the demands contained in the communication dated August 2, 1915, and requiring a reply, within eight hours from its receipt, by the president.

The directors were prepared to consider them at their meeting to-day, but such consideration has been rendered unnecessary for the reason before stated.

The proposed conference of parties was changed to a public hearing; a large attendance responded to the Board's notice, both parties appearing. The foregoing reply to the men's final demand was read by the president of the company; the directors announced their willingness to submit the matter to local arbitrators, and the employees announced their equal willingness to refer the controversy to the judgment of this Board. The parties thus agreed to submit to the judgment of arbitrators, but differed as to the tribunal to which they might submit their dispute.

On August 8 the parties were brought into conference through the mediation of a committee of the Holyoke Chamber of Commerce. A proposal to resume the operation of the road and let the controversy be settled by local arbitrators was considered, but the union rejected it. Another plan for reckoning only "platform work," so that wages would be paid for the hours actually spent in carrying passengers, was the next day also rejected for the reason, as alleged, that it would diminish the car men's earnings.

For practical reasons the proposed hearing was superseded by interviews in which Mr. Wood of this Board acted as intermediary between the parties. The company announced that it would meet the employees in an endeavor to agree upon the matters in dispute, and if any matters remained unsettled they would submit these to the arbitration of such board as might be named by Mr. Wood. Mr. Wood named the State Board, and so informed the parties, but the agent of the car men, representing the proposition as an effort to submit the adjustment solely to Mr. Wood, declined it.

The hearing was resumed on August 12, and Mr. Wood

recounted the results of his mediation, saying that the company had consented to his choosing the method of determining the dispute and the employees had rejected it. He asked Mr. Reardon, the car men's agent, to say whether the employees would return to work pending a further conference of parties, and, on occasion of further disagreement, submit the issue to the State Board. Mr. Reardon stated that he refused to answer, and charged Mr. Wood with unfair conduct. The hearing was thereupon closed.

The Mayor of Holyoke called a public meeting on August 13 to bring about a settlement, and submitted a communication from the employer and another from this Board. The letter of the president of the Holyoke Street Railway Company stated that the directors now made the following offer: —

Voted, That this company will accept the method of determining a settlement of the matters in controversy between the company and its employees as proposed by Commissioner Charles G. Wood, or the form of arbitration as contained in our agreement.

The proposition of the Board was stated as follows: —

Pursuant to the duty imposed in this vote, and with the hope that it will be the means by which the car service in this city will be promptly resumed, I take pleasure in informing you [the mayor], and you may announce it at the meeting of your citizens to-night, that the Holyoke Street Railway will join with its employees in submitting the questions in dispute for determination by the State Board of Conciliation and Arbitration, or by the form of arbitration contained in the agreement between the parties, which provides that the employees shall select a representative, the company a representative, and the two so selected shall choose the third member.

Very sincerely yours,

CHARLES G. WOOD.

On August 15 the strike was declared off pending an adjustment of the matters specified by the car men on August 2 by a special board of three members, who were to be respectively selected by the employer, the union and the Governor of the State.

HOLYOKE STREET RAILWAY — HOLYOKE.

During the pendency of the arbitration now rendered possible by the agreement ratified on August 15, as recounted in the foregoing statement, notice of a threatened strike was received from the mayor of Holyoke on the 26th, and the second strike occurred on August 27. On September 3 this Board published the following report: —

In the matter of the controversy at Holyoke between the Holyoke Street Railway Company and its employees.

The Board has by conference, examination and investigation ascertained the facts relative to the controversy resulting in a second strike of the employees of the Holyoke Street Railway Company on August 27.

It appears that in a communication dated August 2 certain requests were made by the employees, expressed as follows: —

HOLYOKE, MASS., August 2, 1915.

MR. L. D. PELLISSIER, *President, Holyoke Street Railway Company.*

DEAR SIR: — The undersigned, representing the employees of the Holyoke Street Railway Company, members of Division No. 537 of the Amalgamated Association of Street and Electric Railway Employees of America, submit to you for your consideration and decision the following, and respectfully request that you make answer thereto not later than 12 o'clock midnight, August 2, 1915.

Please address answer to Mr. Thomas Weir, President of Division No. 537, Amalgamated Association of Street and Electric Railway Employees of America, Marble Hall Hotel, Holyoke, Mass.

First. — Will you agree to pay the present scale of wages to the motormen and conductors based on the day basis of payment, which is as follows, until June 1, 1916?

	Per Day.
First six months,	\$2 30
Second six months,	2 45
Second year,	2 60
Third year,	2 70
Fourth year and thereafter,	2 85

Second. — Will you agree to make your schedules of runs in accordance with the so-called 9 in 11 hour law within one week from this date, and will you agree for all runs in excess of 9 hours, and not in excess of 9 hours and 15 minutes, to pay an extra half hour's time, and all runs in excess of 9 hours and 15 minutes, and not in excess of 9 hours and 30 minutes, to pay one hour extra time, at the exact rate per hour divided by 9, namely, first six months man, 25 $\frac{1}{2}$ cents per hour; second six months man, 27 $\frac{1}{2}$ cents per hour; second year man, 28 $\frac{1}{2}$ cents per hour; third year, 30 cents per hour; fourth year and thereafter, 31 $\frac{1}{2}$ cents per hour?

Third. — Will you agree to pay for all extra work done by the motormen and conductors, other than regular runs, at the exact hourly rate as quoted above?

Fourth. — Will you agree to establish, within one week from this date, a 9-hour day for the employees of the car houses and shops, for week days, to be completed within 10 consecutive hours, and for Sundays and holidays, an 8-hour day, to be completed within 9 consecutive hours, and agree to pay them the rate per day which they are receiving at the present time?

Fifth. — Will you agree to these several conditions, in addition to those already agreed to between yourself and the undersigned, until June 1, 1916?

Sixth. — Will you agree to submit all matters which at this time cannot be agreed to between your company and its employees to the State Board of Conciliation and Arbitration within one week from this date?

Trusting that you will give these questions your immediate attention, and awaiting your reply in the above-mentioned time, we beg to remain

Respectfully,

THOMAS WEIR,
ROLLIE E. HILL,
JOHN A. STANSFIELD,
GEORGE F. BOUDREAU,
FRANK RUDDOCK,
WM. C. RYAN,

Committee representing Employees.

J. H. REARDON,
*Representing Amalgamated Association
of Street and Electric Railway Em-
ployees of America.*

To these requests the company made a negative reply, and the issues thus framed became by an agreement of the parties entered into on August 15 matters of dispute to be determined by arbitration. The following is a copy of this agreement:—

This agreement entered into this fifteenth day of August, 1915, between the Holyoke Street Railway Company, by its president, Mr. L. D. Pellissier, and the Amalgamated Association of Street and Electric Railway Employees of America, by its general executive board member, J. H. Reardon, witnesseth:—

It is agreed between the parties above mentioned that all employees shall be returned to the positions which they held prior to August 7, 1915.

It is agreed that the parties to this agreement shall submit to a board of arbitration as hereinafter provided all matters in dispute between the parties. The board of arbitration is to be selected in the following manner: the company shall select one member of said board, and the association shall select one member of said board, and the third member shall be selected by the Governor of the Commonwealth, David I. Walsh.

It is further agreed that each party to this agreement shall name its arbitrator by 12 o'clock noon, Saturday, August 21.

The matters in dispute are contained in the communication to the president of the Holyoke Street Railway Company dated August 2, 1915.

J. H. REARDON,
For Employees.

HOLYOKE STREET RAILWAY COMPANY,
By LOUIS D. PELLISSIER, *President.*

Pursuant to this agreement the employees returned to work and a board of arbitration was selected.

Subsequently objection was made to the form of the agreement by the employees, in that it appeared to them that it would be within the scope of the powers of the board of arbitration to fix a time limit of the award beyond June 1, 1916, and they requested the company to amend the proposed submission to arbitration in this particular so as to definitely limit the award so that the same should not be binding upon the parties after June 1, 1916. This the company declined to do and requested that the arbitration proceed to the determination of the matters in dispute as stated in the agreement of August 15. The employees declined to proceed further unless the question of time be limited to June 1, 1916, and on August 27 they again struck.

The strike still continues, and up to this time neither party to the controversy has receded from its position. The company has not operated its cars since the last strike, and great public inconvenience

and injury to business has resulted from the continuance of the existing conditions.

It may be that an element of doubt exists as to the scope of the powers of the board of arbitration chosen by the parties, but the letter of August 2 and additions thereto agreed upon by the parties and the agreement of August 15 were prepared and presented to the company by representatives of the employees. The company was required to execute the agreement of August 15 as a condition precedent to the return of the employees then on strike, the starting of the cars and the arbitration of the existing controversies.

The Board is of opinion that the arbitration should have gone forward in accordance with the agreement of submission of August 15, and that the strike of August 27 should not have taken place. It is not within the province of the State Board to define the limits of the powers conferred by the parties upon the arbitrators chosen.

The Board recommends that in view of the facts herein stated of the great inconvenience, discomfort and hardship imposed upon the public, the injury to business and to the commercial prestige of the city occasioned by a continuance of the strike, the employees should return to work, the company receive them without discrimination, and the arbitration of the matters in dispute proceed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

TEAMSTERS — SPRINGFIELD.

After four months attempting to secure attention to demands embodied in a proposed agreement, the team drivers of Springfield resolved to resort to striking as a means to that end. They notified the mayor of Springfield, and the Board was notified on August 2 by them and the mayor of their intention.

The Board went to Springfield and had separate interviews with representative labor men, the employees and the employers. The demands of the men were refused. A conference of parties in the presence of the Board was held on August 23, but no agreement was reached. On August 26

about 250 teamsters struck for higher wages, most of whom belonged to the Teamsters' Union. At the end of the day a settlement was reached, each party making concessions to the other. By the terms of the agreement all future grievances are to be settled by arbitration.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On August 3 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in the cutting department. (125)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., to employees in said department at Haverhill for work as there performed:—

Cutting by hand, men's shoes:—		Per 12 Pair.
Straight-foxed Blucher tops,		\$0 10
Bal tops,		10
Seamless button-boot tops,		10
Stag-vamp, foxed button-boot tops,		11
Foxed button-boot tops,	No change.	
Button-boot button flies,		04
Button-Oxford button flies,		04
Foxed button-Oxford tops,		10
Foxed button-Oxford tops with fly attached,	No change.	
Foxed Blucher-Oxford tops,	No change.	
Right and left tips,		04½
Straight tips,		03½
Blucher quarters,		13
Blucher vamps,		12
Eight-wide shoes,	No extra.	
Whole shoes from colored leathers,	No change.	
Putting up colored shoes in pairs,	No change.	

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GLAZIERS — BOSTON.

The glaziers of Boston, having refused arbitration and gone on strike, the Board, on the 5th and 6th of August, communicated with the parties in order to bring them into such amicable relations as would be favorable to a mutual settlement. It appeared that they had already met and debated the glaziers' demands. The employers had informed the Board that they had made an offer of settlement, and believed that the journeymen had it under consideration. The glaziers declared they did not understand the offer to have been made with serious intention, and in view of other remarks on the occasion referred to had not given it further thought.

The strike, which involved about 225 glaziers and 19 plate glass and sash manufacturers, went into effect on Monday, August 2. On the second day of the strike 7 manufacturers signed an agreement with their men and 50 returned to work. On August 6 and 7 the following advertisement appeared in the daily papers:—

GLAZIERS WANTED.

A strike of men employed as glaziers (setters of glass) by concerns engaged in the plate glass and sash industry in Boston and vicinity has been called and many men have summarily left their employment.

The purpose of the strike appears to be to compel employers to conform to certain rules formulated entirely by unions, covering, besides questions of wages and hours of labor, such matters as overtime, traveling expenses, the abolishment of piecework, limitation of apprentices, etc.

The unions have refused to submit these demands to arbitration, or to meet the employers to consider the same.

The only course remaining, therefore, is to seek to fill the places vacated.

The employers desire to have only first-class men, and to such men, whether previously employed by them or not, opportunity is offered to apply either to the employers direct or to the office of the Masters and Craftsmen's Societies, at Room 50 in the Master Builders Building, No. 166 Devonshire Street, Boston.

Only such men as are willing to work under open shop conditions are desired, and to such men the best wages will be paid in accordance with their ability.

A committee of manufacturers addressed a letter to the Board on August 6, recounting the facts of the strike as viewed by them, to the effect that finding the journeymen unwilling to modify their terms in conference with the employers, or to submit them to the judgment of an impartial tribunal, they had entered into relation with another body of workmen believed to be amenable to peaceful influences. Having made arrangements with others the manufacturers were not willing to deal with the union as such, but would not refuse re-employment to any applicant simply because he may have been among those who went on strike, and for evidence of such attitude they pointed to the above advertisement.

The Allied Building Trades Council on August 10 resolved that no member of a building trade should work on a building with a non-union glazier, or where the product of such is used in the structure. This was to retaliate against the Masters and Craftsmen's Societies, which were charged with endeavoring to supplant the strikers and establish open-shop conditions. The publication of this conditional intention of the building trades to strike was the occasion of a letter on August 11 from the secretary of the Master Builders' Association, to remind the Board that such a strike would affect many of the builders who were not members of that body. On October 13 it was reported that another employer had

accepted the journeymen's terms; the strikers denied that they had refused to confer, and claimed that a third meeting to which the employers had assented had been thwarted by the master glaziers' secretary.

In the second month of the strike the union appointed a conference committee, and instructed it to invoke the mediation of the Board. There were about 100 union strikers still out, and some of them were in distress. The committee told the Board that the employers' offer if understood as intended would have been accepted, but the apparent neglect to consider it was no fault of the journeymen, for a dispute had arisen between the employers at the time of the offer which impressed the union's agents with a belief that the price named was not approved collectively, and that if the offer was indeed a collective one the strike would now be declared off.

The mediation of the Board in this phase of the controversy extended from the 6th to the 23d of October. Circumstances had altered the case; the employers maintained that the offer had been made in good faith and would have bound all if accepted, but they had hired in new hands and could not now receive all the strikers into their employ. They were not averse, however, from making such an accommodation as circumstances might permit. The manufacturers' association did not assemble with the regularity of the previous month, and there were delays in securing collective responses to the Board's suggestions and inquiries. With the co-operation of Messrs. C. Fred Smith, of the Brockway, Smith Corporation, and A. A. Hastings, of A. W. Hastings Company, and of the workmen's committee,

Messrs. Woodside, Mahoney and Hendry, the hope of reaching an agreement was constant until on October 22 the manufacturers voted not to confer. This was made known to the strikers, and no further efforts were made by them.

Arising out of the glaziers' strike were disputes in other of the building crafts which complicated the final attempts to negotiate a settlement. The glaziers' committee was not authorized to deal with them, and the parties to them would not agree to join these secondary disputes to the glaziers' controversy. The carpenters stated that their grievances in several instances were not merely sympathetic, and could not be automatically settled by the agreement with the glaziers. These and the controversies in the other crafts have not been settled, but the business of the sash and plate-glass houses has remained normal.

N. J. SMITH COMPANY AND STEAM FITTERS.

Separate applications concerning the same difficulty were received on August 6 from N. J. Smith Company of Worcester and steam fitters in their employ, represented by Walter F. Read. It appeared that a certain helper worked for the company in the preceding winter, and subsequently at another occupation in Worcester until the summer, when he sought and obtained employment once more with the N. J. Smith Company. Accompanying the applications was an agreement then existing between the parties.

The Board, having considered all the circumstances of the case, was of the opinion that the employment of the steam fitter in question by the N. J. Smith Company did not

comply with the terms of the contract, and so informed the parties on September 9, 1915. This opinion of the Board was accepted by them as final and the controversy was settled.

SIMPSON BROTHERS CORPORATION — BOSTON.

A strike occurred on Saturday, August 7, to enforce the demands of patternmakers in the employ of Simpson Brothers Corporation. The Board communicated with the parties on the 9th and brought about a conference on the 10th, which resulted in the following agreement:—

It is agreed between the Simpson Brothers Corporation and the Patternmakers' League that the men now on strike shall return to work forthwith upon the following terms of employment: 50 hours to constitute a week's work, with compensation at $47\frac{1}{2}$ cents per hour for labor performed, it being left to the parties to confer and, if possible, agree upon the question whether the wage shall be $47\frac{1}{2}$ cents per hour or a sum not exceeding $48\frac{3}{8}$ cents per hour. If the parties are unable to agree in conference the question whether or not the wage shall be increased is to be submitted to the State Board of Conciliation and Arbitration for its determination.

This agreement is to continue for the term of one year from August 10, 1915. If a question is submitted for the determination of the Board the award shall be deemed to take effect as of the date of the return to work by the men, and shall be kept and performed as a part of the agreement.

It is agreed that no discrimination shall exist as against members of the Patternmakers' League, either as to wage, employment or conditions of employment. During the continuance of this agreement the patternmakers shall furnish all the help necessary for that department.

There shall be no strike or lockout during the life of this agreement. Any grievance that cannot be settled by conference is to be referred to the State Board of Conciliation and Arbitration.

SIMPSON BROTHERS CORPORATION,

By J. B. SIMPSON, *President.*

O. L. PREBLE,

For the Patternmakers' League.

The patternmakers returned on the 11th and had a conference with their employer on the 12th, at which the remainder of their controversy was adjusted in the following terms:—

Supplementary to the agreement made on August 10 between the Simpson Brothers Corporation and the Patternmakers' League, through the assistance of the State Board of Conciliation and Arbitration, it is hereby agreed that the rate of wages for the twelve months from August 10, 1915, to August 10, 1916, shall be 48 cents per hour.

This agreement is hereby attached and made a part of the agreement drawn on the stationery of the Board and duly signed by both parties.

SIMPSON BROTHERS CORPORATION,
J. B. SIMPSON, *President*.
O. L. PREBLE, *International Vice-President*,
For the Patternmakers' League.

There has been no further difficulty.

UNITED BUTTON COMPANY — SPRINGFIELD.

One hundred and fifty employees of the United Button Company struck on August 12. They had just demanded 5 per cent. increase of existing prices, and been told by the company's representative that the request would have to be referred to the superior management, and were disappointed with the response. The strikers were not organized, but, having enlisted the interest of the Springfield Central Labor Union, applied for admission to the American Federation of Labor, and secured through mediation a temporary agreement pending a final adjustment.

A dispute arose over the scope of the provisional agreement, and the workers appealed to this Board. Investigation on August 17 revealed that negotiations were then in

progress; that certain concessions had been made; and that all hands were to return on the following day and submit the remainder of the dispute to this Board.

The button workers returned on August 18. On September 17 an agreement in settlement of the controversy was reached by the parties.

B. F. STURTEVANT COMPANY — BOSTON.

On August 12 an officer of the machinists' international organization notified the Board of a strike in the works of the B. F. Sturtevant Company at Hyde Park, Boston. The company declined to view the defection of a small number of workmen as entitled to the serious consideration that was claimed, and so informed the Board, saying that if the Board chose to investigate it would find no evidence of a labor difficulty. A formal application for an investigation was subsequently presented by the employer. The Board determined the fact of normal business in the works of the company as follows on September 7: —

In the matter of the application of B. F. Sturtevant Company, manufacturer of blowers and other machinery at Hyde Park in Boston. (40)

This application, made to the Board under Acts of 1914, chapter 347, states that during the month of August, 1915, an indeterminate number of persons left their work in the shops of said company without interrupting the business. The petitioner requests the Board to determine whether the business of said company is being carried on in a normal and usual manner and to the normal and usual extent.

Having considered said application and investigated the character of the business and the conditions under which it is carried on, which is the subject-matter thereof, the Board determines that the business of said B. F. Sturtevant Company, of manufacturing blowers and other

machinery at Hyde Park in Boston, is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

WRIGHT WIRE COMPANY — WORCESTER.

Backboys and bobbin-winders, 10 in number, struck on August 16 to secure a favorable response to a demand for 25 per cent. increase in pay by the hour. Their employer, the Wright Wire Company of Worcester, had offered an 8 per cent. increase which was in their opinion insufficient. Twenty-one wire weavers were idle in consequence of the backboys' defection. The Board called on the parties on August 18, with a view to bringing them together, and learned that they had just met and effected a settlement, the company having promised the strikers better appliances with which to perform their work, and the boys accepting the offer of 8 per cent. increase, — an equivalent to 1 cent an hour more than their former pay.

GREGORY & READ COMPANY — LYNN.

On August 19 the following decision was rendered: —

In the matter of the joint arbitration of a controversy between Gregory & Read Company, shoe manufacturer of Lynn, and cutters, submitted, pursuant to agreement, to a board of adjustment and to this Board for determination upon consideration of the evidence submitted to said board of adjustment. (35)

The Board, having considered the evidence submitted, recommends that the decision of the board of adjustment at Lynn should be that the employer was within its rights in discharging the man in question.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

CHARLES A. EATON COMPANY — BROCKTON.

On August 19 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Charles A. Eaton Company, shoe manufacturer of Brockton, and employees in the lasting department. (36)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Charles A. Eaton Company at Brockton for work as there performed upon Italian-army shoes: —

	Per 12 Pair.
Tacking on insoles,	\$0 02½
Assembling,	06½
Operating pulling-over machine,	06½
Side-lasting,	12
Operating No. 5 machine,	22

By the Board,

BERNARD F. SUPPLE, *Secretary.*

JOHNSON & FLAGG — WORCESTER.

Towards the middle of July the Bottlers' and Drivers' Union, representing an employee of Johnson & Flagg, liquor dealers in Worcester, with whom they had contractual relations, sent a committee to the firm demanding that the employer, Mr. Flagg, should cease his personal delivery of orders as was his practice on occasion since before the contract. The complaint of the committee was that such practice was violative of the contract. The employer claimed that the right to work for himself was one which he had not surrendered, and offered to submit the contro-

versy to arbitration as provided in the contract. The committee refused arbitration then and subsequently at two similar interviews. On August 25 the firm stated in a letter to the Board that two days previously the committee had threatened to prevent the delivery of goods to or by the firm, for they could cause his union driver to strike, and, in fact, the letter stated they had done so.

The Board communicated with the employer on August 23 and called on both parties on August 25. In every view of the controversy it appeared that a contract that could be disregarded at will was worse than none. The suggestion of another contract between the same parties would be more entitled to consideration if the employees were responsive to the principles of the American Federation of Labor. The bottlers and drivers were represented in the Worcester Central Labor Union, a body bound to support such principles, and its influence was invoked but not obtained.

The matter was protracted for several weeks when a settlement of the differences was reached, the terms of which were not published. Mr. Flagg, the employer, had joined the Bottlers' and Drivers' Union, and the difficulty was at an end.

M. T. STEVENS & SONS COMPANY — ANDOVER.

On August 30, 60 weavers went out on strike from the Marland Mills in Andover to emphasize their demand for an increase in wages. The Board mediated and gave fitting advice. On the following day a settlement was reached, and the Board was so notified by the president of the company. On September 1 all hands returned to work.

**RAINCOAT MANUFACTURERS — BOSTON, CAMBRIDGE,
MALDEN.**

Twenty-three manufacturing houses at Boston, employing about 1,000 raincoat makers as cutters, operators, cementers and buttonhole workers, were involved in a controversy with their employees toward the end of the summer season, for the operatives who were members of the International Ladies' Garment Workers of America had become active to secure the greater prices which were in vogue in 1914, or regain some part of the amounts by which they had been reduced. It was reported to the Board on August 30 that 5 men had been discharged for such activity, and when their associates protested, 26 others were locked out from one of the factories. The union thereupon declared a strike in which 110 participated. The general strike was assigned to August 31 in case wages of 1914 were not restored before that time. The Board promised its mediation if the union would refrain from offensive action in the meantime. The general strike was thereupon postponed indefinitely, and the employees of the C. & C. Raincoat Company returned to work. The agent of the union submitted in writing a request that the Board might bring about a settlement, or, if not, to publish the reason why and assign the blame wherever it might belong.

A comparison of prices before and after the reduction showed that rates had decreased from 36 to 72 per cent. The employers claimed that trade conditions justified the difference, but expressed as their belief that if the competition between employers could be subjected to wholesome regulations, it would be possible to materially increase the

existing rates of wages. Having no organization, however, they could not imagine how collective action could be taken by them or wages raised without it. Of the 23 houses involved (1 had just gone into bankruptcy), 10 assured the Board that they would be represented at a conference on Saturday, September 4, and 3 would do no business on that day of the week, but would conform to any agreement that might be made by those who accepted the Board's invitation.

At the conference of parties in the presence of the Board 16 manufacturers were represented. The employees were represented by Messrs. Rosenbaum and Cohen, an international and a local officer of their organization. On motion of Mr. Rosenbaum, who gave as a reason therefor that his union desired a collective agreement, — a motion which was seconded by several employers, — the conference adjourned to enable the manufacturers to effect an organization and to report to this Board when they were ready to discuss conclusions. The Board sent the following letter to the proprietors of 30 manufacturing establishments:—

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, September 8, 1915.

DEAR SIR:— Raincoat manufacturers and representatives of raincoat workers met last Saturday in the presence of this Board with a view to establishing peaceful relations. The conference resulted in the adoption of an important measure, and adjourned to such day as this Board might assign. The workmen's agents expressed their satisfaction, and after they had withdrawn, the manufacturers present met and requested the Board's assistance to effect a manufacturers' organization for the purpose of negotiating a collective agreement. Next Monday was suggested for a separate meeting of raincoat manufacturers with the Board in a free exchange of thought. After organiz-

ing, the manufacturers will take such collective action as they deem best for negotiating a trade agreement with their employees, and the Board will as soon as may be announce a subsequent day for a conference of employers and workers. The Board as witness in this State to hundreds of peace agreements which have been for years observed without a break — the value of which cannot be overstated — cordially approves the proposal calculated to exclude labor troubles from your industry.

Assenting to the request of the manufacturers, and carrying out the intent of the law which is binding on us all, the Board invites you to meet the other manufacturers in the Board room at the State House, No. 128, at 3 o'clock in the afternoon for the purpose stated.

Respectfully yours,

BERNARD F. SUPPLE, *Secretary*.

Thirteen manufacturers met at the State House on September 13, effected an organization, appointed a committee on conference, and instructed the committee to report to the manufacturers' association at a meeting to be held on the following day. On September 14 a conference of parties was held in the presence of the Board. Five of the raincoat manufacturers' association represented the employers and seven officers or members of the union appeared for the employees. The conference dissolved without agreement.

The members of the association claimed that they manufactured 75 per cent. of the Boston output, and were ready to grant nearly all the demands of the work people, despite competition in other parts of the country and of the Boston manufacturers who were not members of the association. The employees, desiring to have an agreement that would be applicable to all firms making raincoats, could see no way of compelling the independent manufacturers except by a general strike. Until the employers bring all Boston competitors into one association the workers would insist

upon all their demands; they might commute some of these when dealing with all the manufacturers, but not before; and separate agreements with the independents were repugnant to the uniformity that must be established.

One thousand raincoat workers struck in the factories at Boston, Cambridge and Malden on September 22 for a 50-hour week and an increase from 20 to 45 cents an hour for men; \$8 a week for women; an equable distribution of work; recognition of the union's right to send an agent to visit, investigate and negotiate at the factories; and the reference of all disputes to a local board of arbitration as provided by law. These were accepted by the members of the Raincoat Manufacturers' Association, and about 500 returned to work on the second day of the strike. On September 24 the strike was declared off and the remainder of the strikers returned to their occupations.

WASHINGTON RAINCOAT COMPANY — BOSTON.

The following application was received on September 22: —

*To the Honorable the State Board of Conciliation and Arbitration, Boston,
Mass.*

The undersigned respectfully represents that there is a difficulty in the nature of strike in the raincoat industry at No. 32 Dorchester Avenue, South Boston, in this Commonwealth, involving the Washington Raincoat Company and 5 of the 20 persons employed by it as cementers, etc., on the twenty-second day of September, A.D. 1915, and that the nature of the controversy, briefly stated, is as follows: the establishment is an open shop and paying the equivalent of the wages the company paid in 1912, 1913, 1914 and 1915 without complaint, and the employer is willing to consider whatever scale of prices may be established, but he does not desire to make an agreement as to his shop with persons not in his employ. A majority of his workers desire to

continue the relations of the past, but to-day the union declared a strike, and the 5 employees walked out in response.

Wherefore your honorable Board is respectfully requested to put itself in communication, as soon as may be, with said employer and employees, and endeavor, by mediation, to effect an amicable settlement between them; and, if the Board considers it advisable, investigate the cause of said controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same.

Dated this twenty-second day of September, A.D. 1915.

WASHINGTON RAINCOAT COMPANY,
By M. B. ANDERSON.

Mr. Anderson appeared on September 23 and stated the facts in detail. The Board visited the shop in question and found no dissatisfaction with the employer, but some apprehension of the interference of strikers out of other shops. The employer assured them that he would protect them, and pay as good prices as were paid anywhere, or even better, as they well knew, and any real or fancied grievance that they might have now or at any time he would be willing to submit jointly with them to the State Board or to any impartial tribunal. He was resolved to be master in his own shop, but all were amenable to the law, and he would always deal fairly. The Board explained to the men and women the operation of the law of conciliation and arbitration. There was no complaint. The strike in the other shops came to an end on the next day following, the workers in the shop of the Washington Raincoat Company were not molested, and Mr. Anderson requested that no further action be taken on the application.

E. T. WRIGHT & CO., INC. — ROCKLAND.

On August 31 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. T. Wright & Co., Inc., shoe manufacturers of Rockland, and employees in the edgemaking department. (32)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by E. T. Wright & Co., Inc., of Rockland, for work as there performed: —

	Per 12 Pair.
Applying filler,	\$0 02
Setting up edge with filler,	12
Applying blacking,	02
Setting up edge with blacking,	08

By agreement of the parties the first two items of the award shall take effect as of June 8, 1915.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**NEW ENGLAND NEWSPAPER PUBLISHING COMPANY—
BOSTON.**

On September 7 the following decision was rendered: —

In the matter of the joint application of the New England Newspaper Publishing Company, of Boston, and employees engaged as newspaper-wagon drivers and helpers. (34)

A controversy arose in the employer's treatment of John H. Murphy who, the employees claim, was discharged without cause as the result of discrimination. The employer denies discrimination and claims that Murphy was transferred in fairness to an occupation somewhat different in its conditions. An agreement between the parties to this case prescribes arbitration by a special board to be appointed on occasion. The controversy was referred to a special board pursuant to

said agreement. Subsequently the agents of the parties interested and all the members of the special board sought the advice of the State Board, and referred the matter to the State Board for determination. Several hearings were had in which this Board was assisted by the members of the special board.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which are involved in the subject-matter of the controversy, and considered the opinions of the special board established by the parties, and in view of all the circumstances of the case, the Board determines that in making the change affecting John H. Murphy the employer was within his rights.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

NATIONAL EQUIPMENT COMPANY — SPRINGFIELD.

The morning papers, the mayor of Springfield and the employer advised this Board on September 8 of a strike that day, when 200 machinists and tool makers went out on strike for an 8-hour day, the reinstatement of 8 union tool makers who had been discharged, and pay for overtime work to be calculated at rates 50 per cent. greater than ordinary rates. The Board communicated with the parties, informing them of the law regulating the peaceful adjustment of labor troubles, and learned that the interests of the men in question were represented by George H. Wrenn, president of the Central Labor Union, and the officers of the International Association of Machinists, and that both parties were disposed to discuss their differences with a view to agreeing. They met and agreed on September 9, and all hands returned on September 10. On that day the following letter was received: —

State Board of Conciliation and Arbitration, Boston, Mass.

GENTLEMEN: — You will be glad to learn that the differences between ourselves and our men, which arose from a misunderstanding, and which resulted in a strike of two days' duration, have been amicably adjusted to the entire satisfaction of both sides.

You have doubtless learned from the papers that we conceded the 48-hour week and time and a half overtime, and that the question of the reinstatement of the discharged employees is to be submitted to a board of arbitration composed of the president of this company and Mr. George H. Wrenn, president of the Central Labor Union.

We thank you for your kind offer of September 8 of which we find it unnecessary to avail ourselves.

Yours very truly,

NATIONAL EQUIPMENT COMPANY,
GEO. A. BAUSMAN.

COURT SQUARE THEATRE — SPRINGFIELD.

A strike of stage hands in the employ of the Court Square Theatre in Springfield was made known to this Board by notice from the mayor of that city on September 8. The Board offered its mediation to the employer and employed. The management of the theatre secured non-union hands and the Stage Employees' Union, to which the strikers belonged, sought and obtained the guidance of the Springfield Central Labor Union. It appeared that the theatre managers were already considered as determined opponents to the labor unions, and the parties had not acquired, or had lost, the habit of conferring. The strike was sympathetic and arose from a difficulty, already six months old, between the former orchestra and their employer, since which time the theatre had been employing non-union musicians.

The stage hands on September 3 left the theatre because of the presence of non-union musicians. The parties were

resolved to maintain their respective attitudes, and neither would express a desire for peace that might be construed as indicative of weakness; thus the controversy was prolonged for nearly three weeks. On September 26 the management and the musicians signed an agreement to take effect on October 4. The stage hands, finding the musicians' controversy at an end, and since they had had no other grievances, declared their sympathetic strike off.

B. F. PERKINS & SON — HOLYOKE.

Thirty employees went out on strike from B. F. Perkins & Son's machine shop at Holyoke on September 13, to establish an 8-hour work day, rates for overtime at 50 per cent. extra and double for Sunday work, and a general increase of 25 cents a day. When the mayor of that city notified this Board it was learned that the employing firm was not unfriendly to the strikers, but, on the contrary, willing to go far towards agreement; but the men had joined the Machinists' Union after the strike, and the management of their interests devolved on leaders who were much occupied with other industrial disputes in that region of the State. The employer's offer conceded all the demands save two, for the week would be shortened to 50 hours and the pay remain at the same rates. The strike would have had a short duration if these terms had been accepted when made. They were accepted on the tenth day of the strike, when 21 hands returned. Nine had obtained work elsewhere, for work was plentiful, and the remainder took the management of the negotiations on themselves and made their peace with the employer.

BOSCH MAGNETO COMPANY — SPRINGFIELD.

In the second week of September employees of the Bosch Magneto Company at Springfield started a movement for 50 cents an hour for tool makers and the abolition of piece-work in the tool room, 15 per cent. increase in piece prices in other departments, and 10 per cent. increase in daily wage. These were demanded on September 20 by a shop committee of machinists, and the alleged reluctance of the employer to meet the committee caused them to add a demand for recognition of their union. A vote to strike was carried in the affirmative on September 24, and the mayor of Springfield so notified this Board on the following day. The strike was averted through the efforts of Mr. Bump of this Board, who proposed arbitration as a mode of settlement. The employees accepted the advice, and on September 30 proposed it to the employer who ignored it. The controversy exists, but no strike has yet occurred.

J. J. GROVER'S SONS — STONEHAM.

On September 23 the following decision was rendered: —

In the matter of the application of J. J. Grover's Sons, manufacturers of shoes at Stoneham. (47)

This application to the Board, under Acts of 1914, chapter 347, states that on or about January 29, 1914, 5 turnworkmen ceased work; that within one week thereafter the operation of the turnwork department was resumed with a normal amount of business; that the strikers made no attempt to obstruct the business; that there has been no strike or other labor disturbance since business was resumed; and that there is no controversy with their present employees. The application alleges that the business in question is normal and usual in manner and extent, and prays the Board to so determine.

Having considered said application and heard the petitioners, investigated the character of the business and the conditions under which it is carried on, which is the subject-matter of the application, the Board determines that the business of J. J. Grover's Sons at Stoneham is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

NATIONAL MACHINE AND TOOL COMPANY — BOSTON.

The workmen of the National Machine and Tool Company struck on Friday, August 6, demanding an 8-hour day, 50 per cent. extra for work performed in excess of 8 hours, and a cessation of work contracted for by the Becker Milling Machine Company. A few remained at their jobs after 300 had left and paraded to the union's place of meeting.

After a few street disturbances the strikers began to return to work, but the strike was not declared off. The employer sought the Board's opinion whether the company's business was normal, and obtained the following on September 23: —

In the matter of the application of the National Machine and Tool Company of Boston. (41)

This application, made to the Board under Acts of 1914, chapter 347, states that on the sixth day of August, 1915, there was a strike in the shops of said company, and that on the twenty-sixth day of August, 1915, the business of the company was normal and has continued normal ever since. The petitioner requests the Board to determine whether the business of said company is being carried on in a normal and usual manner and to the normal and usual extent.

Having considered said application and investigated the character of the business and the conditions under which it is carried on, which is the subject-matter thereof, the Board determines that the business

of the National Machine and Tool Company in Boston is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

VAN NORMAN MACHINE TOOL COMPANY — SPRINGFIELD.

On September 23 a strike of the employees of the Van Norman Machine Tool Company was declared, and thereupon this Board was notified by the mayor of that city. There were 180 persons employed in the works, principally machine operatives, in the making of tools. The employer's declared intention was to operate the factory 10 hours daily after October 4 and 8 hours on and after January 28, 1916. The employees' demand was for an 8-hour day without reduction of pay and without delay. The Board communicated with the employees and learned that negotiations viewing a settlement were in progress between Messrs. Frank Jennings, vice-president of the International Union of Machinists, and Francis F. Squire, president of the Springfield branch of the National Metal Trades Association. On September 29 an agreement of parties terminated the strike.

HENDEE MANUFACTURING COMPANY — SPRINGFIELD.

In August the Hendee Manufacturing Company, operating two factories at Springfield 55 hours a week, shortened the time of a week's work to 50 hours, and established an extra rate of pay for work when performed out of regular hours, or on Sundays or holidays. On September 13, in response to a

demand for the 8-hour work day, the week was shortened to 48 hours, so that there were five days of 8 hours and 40 minutes, and one of 4 hours and 40 minutes; prices for piecework were to be readjusted so as to insure earnings as great as formerly gained at the several occupations in 55 hours. Ten days passed; the piecework prices had not been announced, and the employees reflected that the 48-hour week as scheduled did not establish the 8-hour day which they desired.

At a mass meeting on September 23 the employees voted to quit work on Monday, September 27, and strike for the "straight 8-hour day." The newspapers and the employer made this movement known to the Board on the 24th, and on the 25th the company requested its employees to vote on the question of changing the scheduled week of 48 hours to one of six 8-hour days. On that day, Saturday, 20 employees were not in the works, and 109 of those at hand refrained from voting for the reason that they had expressed their will already at the mass meeting. The whole number of votes cast was 1,356, 2 of which were not responsive to the question; 883 voted for the existing schedule, and 471 for the strict 8-hour day. The employer resolved to make no change in the distribution of the 48 hours, and the employees were still resolved to strike at 10 o'clock the following Monday. It was urged by these that the vote at the factory was influenced by circumstances of place and auspices, and that it included a large body of clerks and others who were not consorting with the mechanics, operatives and apprentices.

There had been several colloquies between the representatives of the parties. The demands of the allied workers

were substantially: six 8-hour days a week; rates that shall afford daily earnings equal to those formerly gained in 10 hours; and that differences shall be discussed and adjusted by representatives of the respective parties. Machinists operating tools in the construction of tools specified a 10 per cent. increase in wages; that apprentices shall be paid 20, 22, 25 and 30 cents an hour in their four respective years of service; that the rate shall be 50 per cent. extra for work performed after hours before midnight and 100 per cent. extra after midnight, or when performed on Sundays or holidays; and that reductions of output in slack times shall not be effected by laying off any, but rather by shortening the work day.

The representatives of employer and employed conferred at the factory early in the forenoon of Monday, September 27, and failed to agree. The strike signal was given at 10 o'clock and a parade of 1,100 was started. The strike, which lasted ten days, was orderly.

The Board went to Springfield on the second day, and was in daily communication with the parties. Besides the unorganized rendered idle by the strike, the members of the Machinists', the Sheet Metal Workers', the Blacksmiths', the Drop Forgers' and the Polishers' Unions were consulted, and interviews were had with the representatives of the employing company. On October 5 a tentative agreement was reached which was amended and accepted as final on October 6. On Wednesday, the 7th, all hands returned to work under the terms of the following agreement: —

This agreement, entered into this fifth day of October, 1915, between the Hendee Manufacturing Company of Springfield, Mass., known hereafter in this agreement as the "company," and the employees

of said company, known hereafter in this agreement as the "employees," to wit: —

First. — The employees agree to return to their former places of employment and to submit to the Massachusetts State Board of Arbitration and Conciliation the grievance at issue relating to the division of time on the present 48-hour working schedule, both parties to abide by the result of the State Board's decision.

Second. — Both parties to this agreement agree that there shall be no discrimination or intimidation of employees by either the company or the employees.

Third. — All individual grievances shall be first taken up with the foreman of the employee, and if same are not adjusted within a reasonable time they may be taken up with the company by either the individual or a shop committee through the company's special representative.

Fourth. — A collective grievance may be taken up with the company through the special representative direct.

Fifth. — Failure on the part of both parties to this agreement to agree, said grievance or grievances shall be submitted to the Massachusetts State Board of Arbitration and Conciliation.

Sixth. — The reporting for work of the employee within ten days from the date of this agreement, together with the signatures of the company's representatives, will be considered as knowledge and acceptance of said agreement and putting same into force.

Seventh. — This agreement shall take effect from date and continue in effect for two years. Should either party desire a change, a written notice shall be given at least thirty days prior to its expiration. Failing to give said notice, this agreement shall continue in force from year to year.

Eighth. — Copies of this agreement will be made and signed by the company, together with the undersigned representatives of the employees in conference, one copy of which shall be held by the Massachusetts State Board of Arbitration and Conciliation, one by the president of the Central Labor Union, Springfield, Mass., one by the Hendee Manufacturing Company, Springfield, Mass., and one each by the undersigned representatives.

Through the mediation of Mr. Frank M. Bump of this Board the parties had been reconciled to adopting a trade agreement as a substitute for offensive methods of securing

attention to desired changes. The strike had been declared off pending a peaceful adjustment of the dispute which still remained, and the agreement indicated this Board as the tribunal to determine the controversy. The Board visited Springfield on November 11 and gave a hearing in the matter of a joint petition filed that day.

On November 18 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Hendee Manufacturing Company of Springfield and its employees. (74)

Having considered said application and heard the parties by their duly authorized representatives, investigated the schedule of hours in manufacturing establishments where a 48-hour week prevails, the Board awards that there be no change in the schedule of working hours at present in force in the plant of the Hendee Manufacturing Company at Springfield.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

BAY STATE CORSET COMPANY — SPRINGFIELD.

Two hundred and fifty employees of the Bay State Corset Company at Springfield struck on September 29, alleging as a reason that the employer had discharged 5 employees for their activity in the union and had refused to reinstate them. The Board, informed of the strike in a communication from the mayor, called that day on the parties and made such suggestions as were calculated to smooth away asperities. They accepted the mediation of the Board, but one of the company wishing to consult with another could not then say how the employer would correspond with the Board's efforts to make peace.

On October 2 the company offered to restore all strikers

and the 5 who were discharged to their former positions without prejudice, to establish the 48-hour week with prices so adjusted as not to diminish earnings, to adjust present and future grievances mutually, or, in default of that, to refer them to this Board; and that the agreement shall be effective till October 1, 1916, and for yearly periods thereafter unless terminated by a notice from either party thirty days prior to October 1 of any year.

The counter propositions of the strikers were reduced after further interviews with their committee and placed before the employer on October 5, who made the following response to a member of this Board: —

SPRINGFIELD, MASS., October 6, 1915.

MR. FRANK M. BUMP, *City*.

DEAR SIR: — Referring to our several interviews, relative to the adjustment of the differences between some of our employees and ourselves.

On September 28, without formal request, we established the 48-hour week in our factory and abolished all systems of fines. At the same time we issued an advance scale of prices for pieceworkers, with a reduction in the cost of thread, which we believed would enable every person in our employment to earn as much or more in the 48 hours as they formerly did in 54 hours, at the same time stating that if, upon trial, any of the items did not work out according to expectations we would adjust the same. For day workers the same wages were to be paid for 48 hours as were formerly paid for 54 hours.

The above schedule and prices are now in effect, and as a means of reaching an amicable adjustment of prices we will adopt the following plan: —

In the event of adjustments being necessary on any operation, those affected are to select a committee from among themselves to present their view to the company; should a satisfactory agreement not be reached, we agree with our employees to refer the matter to the State Board of Conciliation and Arbitration, and to abide by their ruling, such ruling to take effect from the time of selection of this committee. (Committees must not be cumbersome in size.)

Our doors are wide open for the return of every one who has been in our employment, without discrimination, provided they return to work within a reasonable time.

Sanitary conditions, as you know, are under State regulation, and the orders of the State authorities will be obeyed.

We will, to the best of our ability, prevent discrimination in the giving out of work, and complaints of this nature will be investigated by us.

On January 1, 1916, should a majority of those affected desire a readjustment of prices, with the elimination of all charges for thread, we will make such an adjustment as quickly as the matter can be brought about, this adjustment requiring a vast amount of detailed investigation.

Yours very truly,
BAY STATE CORSET COMPANY,
WILLIAM M. TITUS, *President and Manager.*

An amendment was moved by the strikers and accepted by the firm on October 7 that the firm should treat with department or shop committees in considering any proposition of a general nature, and that employees should not be hereafter charged for needles. The proposed agreement thus jointly amended was assented to in the presence of the Board by the parties severally. The strike was declared off and all hands returned to work on October 8. The terms of the agreement are as follows: —

The company agrees that all of the striking employees, including the 5 who were discharged on September 29, shall have their former positions, and that no discrimination will be shown against any employee because of membership in any organization.

On September 28, without formal request, the company established the 48-hour week and abolished all systems of fines, at the same time issuing an increased scale of prices for pieceworkers, with a reduction in the cost of thread, which it believed would enable every person employed to earn as much in the 48 hours as previously in 54 hours or more, but if any item did not work out according to expectations the company would adjust the same; the same wages to be paid to day workers for 48 hours as were formerly paid for 54 hours. If, after a

trial, an adjustment on any operation is necessary, the matter may be submitted to the person in immediate authority; if no satisfactory agreement is reached, the matter may be referred to the company by a committee representing the department affected. Any grievance affecting the employees in general may be submitted by a committee representing all the employees.

The company will, to the best of its ability, prevent discrimination in the giving out of work. Any complaint of discrimination will be promptly investigated.

The company agrees to abolish payment for needles and ironing wax.

The company agrees to eliminate the scrubbing of floors by operatives.

If, on January 1, 1916, a majority of those affected desires a readjustment of prices, with the elimination of all charges for thread, the company will make an adjustment as quickly as possible.

Any question as to wages or working conditions that cannot be settled by conference shall be referred to the State Board of Conciliation and Arbitration for decision.

This agreement shall continue during the pleasure of the parties and until terminated by either party after thirty days' notice of an intention to terminate the same has been given by the party intending to terminate the same to the other party to this agreement.

Disputes with forewomen and alleged breach of shop rules, misgivings and suspicions due to ignoring or forgetting the terms of the agreement, and a train of incidents of slight importance in particular had the cumulative effect of a grievance in less than a week. It was rumored that a second strike was impending, when the Board went again to Springfield and on October 14 communicated with both parties. Factions had arisen in the union; the belligerents were firmly reminded that the union had agreed to settle every difference that might arise, by either negotiating a direct settlement or submitting the controversy to arbitration. That sufficed to quell the proposition to strike. A controversy existed as to reinstating a workwoman called Julia;

that was composed by the advice of the Board and she was reinstated. Young men who had smoked furtively in the stock room were duly warned, and copies of the agreement were posted in the workrooms. This phase of the difficulty passed away.

In another week a report of more uneasiness was a reason for further mediation by the Board; still later, on October 29, a letter was received from the company enclosing a statement clipped from a newspaper forecasting a strike, and announcing that the employees were complaining of unfair distribution of work, favoring those who had remained in during the recent strike, and that Julia had not received her former job but one inferior to it. That the union, or a large section of it, was contemplating a strike on the following Monday, November 1, was verified; there was further mediation by the Board, and forms of application for arbitration were sent to both parties with urgent requests to formulate their differences and let this Board say what ought to be done, or submitted to, to end the dispute. The work people, having formulated their complaints, very properly sent them to the employer; the company on November 4 returned to them an answer which was accepted as a satisfactory settlement. Both parties so informed the Board and there was no trouble after that.

HUCKINS & TEMPLE COMPANY — MILFORD.

On September 30 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Huckins & Temple Company, shoe manufacturer of Milford, and heel-scourers. (38)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Huckins & Temple Company in Milford for work as there performed: —

	CENTS PER 12 PAIR. GRADE WITH TAG OF —			
	Blue.	Pink or White.	Yellow.	Samples.
Heel-scouring: —				
First operation, coarse paper, . . .	4½	3½	3	4½
Second operation, fine paper, . . .	4½	3½	2½	4½

By agreement of the parties this decision shall take effect as of date of August 6, 1915.

By the Board,
BERNARD F. SUPPLE, *Secretary*.

STONE & WEBSTER — BOSTON, CAMBRIDGE.

A labor trouble in any of the crafts known in Boston and its vicinity as building trades is likely to become suddenly a general strike of pile drivers and stone cutters, carpenters and iron workers, lathers and plasterers, plasterers' tenders and building laborers, painters and glaziers, ornamental

iron craftsmen, cement and asphalt finishers and electrical workmen, for these are represented in the Allied Building Trades Council, where the belief is that delay means defeat. A controversy with men engaged in electric construction, which had been the subject of negotiations with Stone & Webster of Boston for two years, came to a climax on October 8, when a threat to strike work in Cambridge on the new Technology buildings was brought to the attention of the Board. The difficulty concerned the employment of non-union electric workers. The employer contended that since he paid the union rate of wages the topic of membership in the union was strictly something to be discussed by the union and non-union workmen, but having been brought into the debate, the question was whether all the obnoxious men, or only some of them and how many, and whether any were eligible to membership. Having ascertained the mind of the employer, the Board sent the following letter: —

BOSTON, October 8, 1915.

MR. J. J. SMITH, *Electrical Workers' Union, 997 Washington Street, Boston.*

DEAR SIR: — Concerning your controversy at the Technology buildings in Cambridge, this Board offers its mediation as a means to a mutual settlement between the parties. Confident that they will not proceed to harsh expedients on either side before exhausting the possibilities of friendly negotiation, you are hereby invited to meet the Board to-morrow, Saturday forenoon, at half past 9, or soon after. The Board has something to say to your side which it is believed will improve the relation of the parties and leave you as free as now to determine your future course.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

The agent of the workers called in response and said that the sole point of controversy was now whether the union should forego its right to determine the eligibility of 15 candidates for admission, or the employer should dismiss them from the job and put competent men at work. While workmen believed it inexpedient to delay a strike among the allied trades when once the resolution to do so had been taken, Mr. Smith undertook to delay it if he could, in order to enable the Board to effect communication with the employer. The employer stated that the controversy was an old one on which there had been many conferences, one of which was recent; that there did not seem to be any occasion for another conference at this time, since there was no danger of a strike, but if a strike occurred the firm would be guided by circumstances in what it would do. The employees refrained from striking by advice of the Board, and the employer, finding no strike, appeared to believe that the threat was an idle one and therefore negligible.

Five hundred craftsmen stopped work on the morning of November 9; all trades save one which was under bond not to strike, 728 workmen all told, left the buildings of Stone & Webster in Cambridge within three days. The Board on November 12 arranged a conference of parties at Cambridge. No agreement having been reached, 150 men at work on other buildings constructed by Stone & Webster struck in sympathy. Another conference was arranged by the Board on November 17, but the firm would enter into no agreement while the men were out on strike. On November 26 a settlement was reached, the terms of which were

not made public. All the men returned to work on the new Technology buildings, on the annexes to the buildings of the Simplex Electrical Supply Company and of the Boston Woven Hose and Rubber Company at Cambridge.

**DUCKWORTH CHAIN AND MANUFACTURING COMPANY —
SPRINGFIELD.**

Sixty men and 40 women employed by the Duckworth Chain and Manufacturing Company struck on October 11 in Springfield, and the mayor of Springfield brought it to the attention of the Board. It appeared that on October 5 a committee made demands for fewer hours, increased rates, 50 per cent. additional to be reckoned for overtime work, and double rates for work performed on Sunday. How far these demands represented the desires of the people at work was a question to which the company sought an answer in the manner proposed in the following notice: —

OCTOBER 5, 1915.

To Our Employees.

A committee of three men appointed by some of our employees made a request this morning for a working week of 48 hours with pay the same as for 54 hours, all overtime over 48 hours to be paid time and one-half, Sunday work to be paid double time.

The request was not backed up by all our employees; therefore we feel all our employees, both men and women, should have an equal vote in this important question.

Our answer to the committee was as follows: we would call a meeting in our shipping room of all our men, but we will have to change this answer to include all men and women employed by us, as if any strike should occur the women will suffer loss of wages as well as the men.

At the meeting this noon a secret vote will be taken to decide whether our employees are willing to continue until June 1, 1916, on the same working hours and conditions as they are at present, or demand a 48-hour working week with the same pay as for 54 hours, and if not granted enforce their request by striking.

To make everything clear, so there will be no misunderstanding, we are putting the request down again for the employees to vote on. All who are in favor of demanding a 48-hour week with pay for 54 hours, time and one-half for overtime, and double time for Sunday, and if demand is not granted by the company to decide to strike, vote "yes." All in favor of continuing their working hours and conditions as they are at the present time until June 1, 1916, will mark their vote "no." A committee to count the votes will be elected, a committee of two, one to be elected by the company and one by the employees.

All employees who are working this forenoon and for some reason or other don't want to be present at the meeting, their votes will be counted as "no." All employees except the foremen of each department have a right to one vote.

We are at present working on contracts which do not run out until June 1, 1916. These contracts were taken at very low prices in competition with firms working from 55 to 59 hours per week; also in competition with foreign woods, which have been coming into this country at very low prices.

There has also been a considerable advance in raw material, and we cannot adjust ourselves at this time to take on this extra cost of labor.

Hoping we have stated the facts clearly and that our employees will act in this matter with a clear understanding of what it means to both you and us.

DUCKWORTH CHAIN AND MANUFACTURING COMPANY.

It was perhaps the first time an employer ever frankly requested in terms a vote on a question of striking. The result was convincing; 99 voted in the affirmative and 3 in the negative, but the employees remained at work pending the employer's response to the demands.

Some 10 women assemblers on October 6 were suspended for a time, there being no need just then, it was said, for the services they might render, and 2 unskilled women were

hired in another department. The women employees demanded on October 11 that the 2 new hands be discharged and 2 experienced workwomen hired in their places. The company refused to do so, and all the men and women followed their committee out of the factory. The strike might have ended earlier but for the absence of the president of the company. On his return a settlement was speedily made in the following terms:—

To Our Employees.

Beginning December 1, 1915, 48 hours will constitute a week's work with pay as previously paid for 54 hours.

All employees to return to work October 21, 1915.

All time after the regular daily working schedule shall be paid for at the rate of time and one-half.

Double time to be paid for Sundays and the following holidays: Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas and Patriots' Day.

A minimum wage of \$8 to be paid to all female employees who have been in the employ of the company for six months.

Piecework to be adjusted so as to enable all female employees to earn the minimum.

In case a grievance arises that cannot be adjusted by the foreman it may be taken up with the superintendent, either individually or through the shop committee. On failure of the parties to agree the grievance shall be submitted to the State Board of Arbitration for final decision.

DUCKWORTH CHAIN AND MANUFACTURING COMPANY,
GEORGE H. EMPSALL, *Treasurer.*
ELSIE JOHNSON,
LEO H. GAUDREAU,
CLARENCE L. BULGER,
For the Employees.

The strikers returned on October 21.

DONOVAN-GILES COMPANY — LYNN.

A joint application was received on October 8 from the Donovan-Giles Company and cutters in its employ at Lynn, requesting an adjudication of price. While the matter was under consideration the parties conferred. They announced to the Board on October 21 that a settlement had been reached; the application was accordingly placed on file.

LAMSON COMPANY — LOWELL.

Machinists in the employ of the Lamson Company at Lowell made a demand in seven "sections," substantially as follows: all machinists shall be members of, or applicants for membership in, the International Association of Machinists; 8 hours shall constitute a day's work; overtime rates shall be 50 per cent. extra, and Sunday or holiday rates shall be double; present rates shall be increased 25 per cent.; there shall be a weekly pay day; there shall be no discrimination against a machinist for activity in the union; differences shall be settled mutually between representatives of the parties, and when such negotiation fails, be referred to the State Board of Conciliation and Arbitration.

The company replied that it would not treat with unions; would operate its works 55 hours a week; would not change present overtime rates, or pay more than market rates; would pay as usual every Friday; would not discriminate against any employee who abides by the rules established in the works, and would treat with him individually and confidentially; and that dissatisfied workmen might seek employment elsewhere. The letter which rehearsed the

demands and replied to each specifically was sent to the employees on October 11; it concludes in the following terms: —

As has been apparent to you, the company's business during the present year has been seriously affected by the prevailing hard times, resulting from domestic political unrest and the European war. In the face of substantial decreases in orders and profits, the company has not been able to pay dividends or to keep the usual normal number of men at work; in fact, it has been difficult to find adequate work for our present number of employees. As the management naturally desires to keep the company's organization together as far as possible under these trying conditions, it has been obliged to increase its stock of parts considerably beyond the present sale requirements, to undertake plan improvements, and to accept a few outside orders, at small profits for tools, jigs and shrapnel primer bases.

Had the four employees who presented the suggestions or demands known these facts, the management is confident they would not have acted as they did. While considerably behind last year, the company's orders have recently increased to an extent that leads the management to hope that before long there will be sufficient regular work to insure steady employment to its men. By such work as we have had, the employees of the company have been the sole benefitters. The owners of the company, its stockholders, have received nothing, nor can they until conditions improve.

Most of you have been in the company's employ for many years, and you have invariably supported its management by refusing to be influenced by the dictations and desires of those few transient men who occasionally find work in our factory. In submitting these facts to you, the management expresses its hope for your continued employment, and is confident that you will see the wisdom of disregarding the dictations of outside influences.

Yours very truly,

HOWARD C. TURNER.

General Manager.

On October 13 the machinists vested full power in a shop committee headed by their general organizer, R. L. Hall, for the purpose of negotiating a settlement, and voted to postpone declaring a strike while a conference was possible. The

next day Mr. Hall requested the Board's good offices to arrange a conference, and the mayor of Lowell gave notice of a strike which seemed to be impending. The employer, responding to inquiry, said on October 14 that, while he might solicit the Board's mediation on occasion, there was no reason for it in the circumstances, for the disaffected employees were few, and the union, in fact, had voted the previous evening not to strike; he therefore respectfully declined to meet the machinists in the presence of the Board for the purpose of arranging a settlement that was not required, or of defining a position that was already defined.

On October 22 the machinists voted to go out on strike on the 26th. On Monday, the 25th, the employer said that while perhaps 50 out of 400 might strike, it was a matter of indifference to the company. The Board arranged to go to Lowell on the 28th, and so informed the machinists by telegram, advising them to defer the strike; but the workmen, interpreting the taking of their time cards and a rumor that their pay was ready to hand them (the regular pay day being Friday) as indications of a move to surprise them with a lockout, machinists numbering somewhat over 20, struck at half past 5 o'clock, before the receipt of the telegram. On the 26th, the day appointed, a number of other machinists went out on strike, and some five or six of the first group returned to work; the company hired some new hands in an endeavor to fill the strikers' places. The union reported that 46 of the best mechanics had left. Thus far the position of the parties has remained the same, but not without a belief that changing circumstances are destined to bring about a reasonable solution of the difficulty.

ROYAL CANDY COMPANY — SPRINGFIELD.

The workwomen employed in the manufacture of candy at Springfield having formed a union towards the middle of October, the Royal Candy Company voluntarily reduced the 54-hour week, and on Monday, October 18, a 48-hour week went into effect. On the 20th various oral demands for higher wages were made to the superintendent of the factory during the absence of the company's officers, and employees, 35 in number, receiving an unsatisfactory reply, went out on strike. The mayor thereupon gave notice to the Board. While the strike lasted the candy workers were fed at the expense of the Cooks' and Waiters' Union.

The Board went to Springfield on October 21, mediated between the parties, presided at a conference on the 22d, and remained in communication with the parties from day to day until a settlement was reached. At a second conference the company offered a minimum wage of \$6 for six 8-hour days, and to negotiate future differences with a shop committee. This was rejected for the reason that the company would not take all the strikers back. The company claimed that the interruption of business had resulted in loss of orders, and that such goods as they might now proceed to manufacture would not afford employment to more than 13; should business improve, however, others would be taken back as needed.

On October 26, an agreement was reached whereby half the number of strikers returned to work on November 1. Subsequently others returned until all were re-employed excepting those that the union deemed too young for the

work required. The agreement provided that future controversies were to be settled without strike or lockout, either by agreement of parties or by the arbitration of this Board.

UNION TWIST DRILL COMPANY — ATHOL.

Having demanded double pay for work performed on Sundays and holidays, 50 per cent. extra for overtime work on secular days, and 8 hours to be reckoned as a day for work by day or night without reduction in present pay for 10 hours, equivalent to a 25 per cent. increase in labor cost per hour of regular work, and these demands having been refused, an indeterminate number of employees of the Union Twist Drill Company at Athol, who were members of the Machinists' Union, went out on strike on October 18 and 19. The Board, having been notified thereof by the selectmen of that place, ascertained the attitude of the parties. It was claimed that all who were out were not highly skilled or active strikers, for many had quit with the others merely to escape obloquy. According to the point of view, the number out, variously estimated, was from 235 to 572. There were the old-time demonstrations, — parades, banners, speeches and pickets. There were rumors that revolutionary agitators, known as I. W. W.'s, were about to capture the control. The town authorities, deeming the patrol of 10 police inadequate in such a contingency, increased the number to 30 by the aid of neighboring towns; but the strike leaders were confident that the people in interest would not abandon the trades-union movement. There were some street disturbances which ceased when the leaders discontinued the

parades, and the apprehension of I. W. W. interference having proved groundless the extra police returned to their respective towns.

The operation of the factory was briefly intermitted by this temporary defection of about one-fourth of the whole number of the workers; but the strike failed to alter the purpose of the management. On October 20 the Merchants' Association invited both parties to a public discussion of the facts, and voted thanks to the selectmen for their management of public affairs. From statements made on one side and the other it was evident that neither intended to change. Concerning a rumor that the strikers were willing to accept a 9-hour day, the employer was explicitly resolved to maintain the business according to its accustomed regulation. Thereupon, the company issued the following statement: —

On October 18, 1915, a committee claiming to represent our employees called at our office and presented to us for our consideration the attached demands.

The committee further requested that we answer same on Thursday, October 21. We thought best to give them our reply at once, which we did, before leaving our office, advising them that we could not grant their demands.

We immediately closed down our power, called all of our employees together, and carefully read to them their requests, explaining to them that their committee had our answer and that we had refused all of the demands.

We requested all employees who wished to return to their departments for work to do so, and all employees who did not wish to return to their departments for work to at once leave our works, applying at the office for the wages due them, and to sign their receipt in full for the same. After talking with them for three-quarters of an hour or over, all returned to their work and the wheels were started.

However, since that time a few men have left our employ. A large number of the men out are reporting to our foremen and others that they are not out in sympathy with the strikers, but that they fear bodily

harm. Several of our men have already been injured on the streets by the strikers. We have assured them that we will protect them in every way possible.

Our selectmen, as well as the police force, are doing everything to protect our employees on the streets. Our own property is well guarded by our own special officers.

We take this opportunity to let all of our present and past employees know that in the future we will do as in the past. At all times we have treated our employees with consideration, paying them the market rate of wages for the various kinds of work which we have to do.

We will continue to run our regular schedule of time as long as the demand for our tools will warrant the same. Changes will be made in wages and piecework from time to time by the foremen of the departments, and approved by the superintendent or one of our officers.

We will also continue to operate our business without dealing with labor unions or shop committees or their delegates.

In talking with our employees we tried to make it plain to them that our company is firm in our decision, and also tried to show them that it was to our mutual advantage to continue to do business in the future as we had in the past.

We have always watched out for the interests of our employees. We assure them that we will continue to be faithful to them, and believe that they will to us.

UNION TWIST DRILL COMPANY,
JOHN A. MCGREGOR, *President*.

What seemed to be a contest of endurance rapidly dissolved. The strikers began to return and the streets soon resumed their former appearance. The factory was running as before. About 100 strikers had obtained work elsewhere. At the beginning of November the leaders announced that there was no objection to the return of such as needed employment, with the understanding that the strike was on — whatever that might mean. On November 4 it was reported that 117 of the strikers were still out, willingly or unwillingly.

MONUMENT MILLS — GREAT BARRINGTON.

On October 22 the first strike of importance in the textile industry at Housatonic Village in Great Barrington took place. Seventy-five employees engaged in spooling, spinning, carding, etc., left No. 1 of the Monument Mills, and about 125 left the No. 2 mill, none of whom had stated any grievance to be redressed, and the management, surprised at the happening, was unable to divine the cause of the trouble. About 100 others were rendered idle when the establishment closed down. The selectmen of the town gave notice to this Board on the 23d, saying that there was no violence or disorder and that none was expected; on the contrary, the parties had begun to negotiate a settlement, and the Board would be further notified on occasion.

FREIGHT HANDLERS — BOSTON.

Demand for a 15 per cent. increase in wages, a 9-hour day and pay for holidays having been refused by the Boston & Maine Railroad, the freight handlers of Boston struck on October 21; and for a like reason the Boston freight handlers of the Boston & Albany Railroad and of the New York, New Haven & Hartford Railroad stopped working on Saturday, October 23. The mayor on October 23 presided in City Hall at a conference of parties to the Boston & Maine controversy, and when no agreement was reached proposed that they submit their dispute to this Board. Since that would involve a return to work during proceedings, the men took the matter into consideration and the company also

deferred its reply. On that day, also, a conference of parties was had at the office of the Boston & Albany Railroad, and the following statement was made by the employer:—

A committee representing the freight handlers at Kneeland Street freight station met the management of the Boston & Albany this morning and presented demands for \$2.64 per day for 9-hour day, and that the men should be paid for holidays when they do not work.

The position of Vice-President Biscoe is that the rate of pay at Boston for freight handlers, which is now \$2.30 per day, time and a half for overtime, is now 30 cents per day higher than the rate paid in New York, where it is \$2 per day, and that conditions in Boston will not permit of the Boston & Albany Railroad making further increase in wages. It was also pointed out to the men that the wages of the Boston & Albany freight handlers in Boston had been continually increased during the last four or five years; that in 1910 the wages varied from \$1.75 to \$2 per day, while to-day all men were paid \$2.30 per day, making increases of from 30 to 55 cents per day. Under these conditions Mr. Biscoe declined to grant the demands made by the men, and they informed him upon leaving his office that they would immediately call a strike.

There had been a conference before the strike between the men and the officials of the New York, New Haven & Hartford Railroad, and the parties adjourned to Tuesday, October 26. The management was surprised to find a strike before the 26th, while negotiations were continuing. In a statement issued by this railroad the attitude of that road was stated as follows:—

The freight handlers of the New Haven Railroad in Boston, numbering about 450, left their work this morning at 11.45, apparently in sympathy with the freight handlers of the Boston & Albany and Boston & Maine. No final demand was presented to or refused by the company.

A conference between the management and a committee representing the freight handlers was held in the South Station Thursday morning, at which it was agreed that a further conference would be held on Tuesday, October 26, at 10 A.M.

The rate of pay for freight handlers of the New Haven at Boston is higher than at any other point in New England or New York, and is the same rate applicable to freight handlers on the other steam roads entering Boston.

The management had hoped and expected that these men would not leave their work before the conference arranged for Tuesday next. Under the agreement between the company and the men, thirty days' notice should be given to either party before any change is made in the terms of the agreement.

The company has made arrangements to conduct the business of the shipping public with a minimum of delay, and has available 500 men to take up the work where those leaving its employ left off. These men are practically all local from Boston and territory adjacent to it.

Strike leaders last night said a watch would be kept on all freight stations to-day, and if any man is seen working, complaint to the police will be made of violating the Sunday laws.

Despite the strike the three roads were moving freight with such employees as they secured from a throng of applicants. There was at first some congestion which was soon dissolved. The Boston & Maine Railroad sent the following: —

In response to your request to attend a conference, I desire to present a statement as representative of the views of the management of the Boston & Maine. The facts regarding the strike of the 550 freight handlers at the Minot Street, Rutherford Avenue and Warren bridge, Boston, freight stations are these: —

A committee called on President Hustis at 10.20 Thursday morning and informed him that unless the men which this committee represented — between 500 and 600 laborers — were granted an increase of 15 per cent. in their wages, and pay for holidays whether they worked or not, they would strike at 12 o'clock, or one hour and forty minutes after this notice was given.

President Hustis stated to them that the rates for the class of labor they represented on the Boston & Maine were the same as those on other steam roads entering Boston. He informed them of the financial condition of the Boston & Maine; that stockholders had been and were getting no return on their investment. They were told that they had

presented no argument as to why an increase should be granted other than that the men demanded it. The committee were informed that they were taking a great responsibility in calling out the men, many of whom had been with the road for upwards of twenty years in continuous employment, and were told if the strike were unsuccessful these men would be left in a sorry position. They were informed that there was no disposition on the part of the management to treat the men otherwise than fairly; that while no hope could be held out that there would be any increase in wages, yet if it were true that the other Boston roads were considering a revision of rates, then the Boston & Maine would, of course, not ignore any adjustment that might be made by those roads. The men had had a conference the previous morning with General Manager Pollock, but at this conference no ultimatum or intention of such as to their purpose was given.

When the men vacated their posts, the management at once took steps to protect its obligations by securing other men to take the places of the men who had, without regard to the railroad's interests or those of the public, summarily left its service.

This morning the railroad secured 250 men, and has in prospect the securing of a full complement of men by the early part of next week. It has done this without the necessity, thus far, of resorting to the employment of strike breakers, the men secured being largely residents of Boston and surrounding towns who were in need of employment. The wages paid are \$2.30 for 10 hours' work, the same as that paid to the men who struck. The rate is the standard rate for steam roads in this territory, and is a rate under ordinary conditions sufficiently attractive to secure all the men needed.

Many of the patrons have signified their willingness to accept temporary inconvenience; indeed, some of them have volunteered to co-operate with the railroad. The management believes that in a short time, as the men become familiar with their work, the business at these freight stations will be handled as formerly.

To submit to the arbitrary and high-handed methods which certain of its employees saw fit to adopt would result in a situation which would become intolerable, not only to the road, but to the public which it endeavors to serve.

For these reasons, the management, much as it desires to meet the views of your honor, feels that by placing these facts before you, you will appreciate why a conference such as you propose would be fruitless of results.

Twelve hundred men remained out for several weeks. The Board was in communication with the mayor. Several conferences of parties were had, and the employers' terms were beginning to be regarded with favor. The strikers announced their willingness to return in a body, but the employers, unwilling to dismiss new hands to make room for old, and without intention to punish any one for quitting work, were willing to reinstate the strikers, but could not now give employment to more men than there were vacancies to fill. After several conferences it was the belief of many that a settlement was near at hand by which the former employees might be restored from time to time until practically all were received who had not obtained other work. In the case of the Boston & Albany Railroad a final adjustment was agreed to on November 12.

Some strikers began to return to the Boston & Maine freight houses on November 15, under a mistake it would seem, for no settlement was concluded. The 180 who returned concluded to remain, mistake or no mistake, but the union is still at odds with this employer and with the New York, New Haven & Hartford Railroad. On the last day of 1915 it was reported to this Board from a meeting of strikers at Wells Memorial Hall, Boston, that all those who had left the employ of the New York, New Haven & Hartford Railroad — 425 — were still on strike, as were 365 of those who had ceased working for the Boston & Maine.

AMERICAN EXPRESS COMPANY — SPRINGFIELD.

Seventeen men employed in Springfield by the American Express Company struck on October 23 to enforce a demand for a 10-hour day six days a week, and for a rate of 25 cents an hour for overtime work. The men were members of the Team Drivers' Union, and their agent in the movement was William J. T. Wright.

There had been several conferences since the men had joined the International Brotherhood of Teamsters on October 1, but no agreement had been reached. The employer's representatives, having risen from the lowest grades of employment, claimed to have knowledge of the workmen's condition of life and sympathy with them in seeking improvement; but it was a practical business question that in the circumstances must be given a negative answer. It was a time when the company expected sacrifices from its employees; the company would do what was fair if individuals would address their grievances to the superintendent. The men on October 23 desired to be informed of what the superintendent considered fair, and were not convinced by his reply. He requested that they would inform him on the morning of the 23d of whatever might be their purpose. On reporting for work on the 23d they were without further parley informed that they had been discharged. The drivers then organized a strike and subsequently made a complaint to the Board of Labor and Industries, alleging some violation of the law. Subsequently, for practical reasons, they withdrew the complaint, and sought the mediation of this Board on November 5. Notified by the Commissioner of

Labor of their desire, the Board communicated with the company on November 6, 8 and 17, intending to arrange a conference, but with negative results.

The company stated that the time of conciliation had passed. The men had persisted in their opposition despite the company's efforts to retain them by explaining the disabilities under which the business had been placed by changes in the Federal law. The company could not concede the demands, could not convince them that the demands were inopportune, and could not inconvenience the public by suspending the company's business of common carrier. Other employees had been promoted to the places left vacant by the discharged men; difficulties had been overcome; the interests of the public had been safeguarded; and while business had greatly improved, there was no present need to increase its corps of workers at Springfield. There was no ill will on the part of the company's officials, and individual applications for work by the men in question, however often repeated, would be treated with respect; the company was unwilling to authorize a statement that these assurances of good-will involved any warrant of hope. This attitude of the company was made known to the Commissioner of Labor, who undertook on November 18 to inform the men of it.

BROPHY BROTHERS SHOE COMPANY — LYNN.

On October 25 the following decision was rendered: —

In the matter of the joint arbitration of a controversy between Brophy Brothers Shoe Company, of Lynn, and lasters, submitted, pursuant to agreement, to a board of adjustment and to this Board for determination upon consideration of the evidence submitted to said board of adjustment. (45)

The Board, having considered the evidence submitted, recommends that the decision of the board of adjustment should be that 3 cents per 12 pair be paid to pullers-over for inserting Beckwith box.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

WATSON SHOE COMPANY — LYNN.

On October 25 the following decision was rendered: —

In the matter of the joint arbitration of a controversy between the Watson Shoe Company, shoe manufacturer of Lynn, and lasters, submitted, pursuant to agreement, to a board of adjustment and to this Board for determination upon consideration of the evidence submitted to said board of adjustment. (63)

The Board, having considered the evidence submitted, recommends that the decision of the board of adjustment should be as follows: —

McKAY WORK.

Pulling on Rex machine: —	Per 12 Pair.
Plain-toed shoes,	\$0 09
Tipped shoes,	12
Side-lasting on Consolidated Hand-method machine,	15

By the Board,

BERNARD F. SUPPLE, *Secretary.*

NEW ENGLAND WESTINGHOUSE COMPANY — CHICOPEE.

In the latter part of October three stationary firemen were discharged from the employ of the New England Westinghouse Company in its plant at Chicopee Falls. An opinion

in some quarters that it was a lockout due to prejudice because of membership in a union led to a notice of lockout, coupled with a request for investigation, from W. H. Graves of Holyoke, secretary of the Firemen's Union.

On January 13, 1916, the Board issued the following report: —

In the matter of notice of lockout of three firemen employed by the New England Westinghouse Company in its plant at Chicopee Falls.

Having considered said notice and heard the parties by their duly authorized representatives, the Board finds that the employer, in discharging the firemen, was not actuated by any prejudice because of their membership in a union.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

ATWOOD & MORRILL — SALEM.

On October 25 the following decision was rendered: —

In the matter of the application of Atwood & Morrill, manufacturers of valves and special accessories to steam machinery at Salem. (53)

This application, made to the Board under Acts of 1914, chapter 347, states that during the month of August, 1915, there was a strike which diminished business for a few days without bringing it to a standstill, but in less than a week the number of workmen employed by them was greater than before, and has continued greater ever since. The petitioner requests the Board to determine whether the business of said firm is being carried on in a normal and usual manner and to the normal and usual extent.

Having considered said application and investigated the character of the business and the conditions under which it is carried on, which is the subject-matter thereof, the Board determines that the business of said Atwood & Morrill at Salem is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

SPRINGFIELD METAL BODY COMPANY — SPRINGFIELD.

Notice of contemplated strike was received from Frank E. Stacey, mayor of Springfield, on October 26. The Board investigated and learned that 350 employees had gone on strike for an 8-hour day, 50 per cent. extra rates for overtime, double rates for Sundays and holidays, and that a movement had been inaugurated which would bring the parties into conference. The main demand was the 8-hour day. The company was willing to compromise on a 50-hour week. After a great deal of debate this was finally accepted by the metal workers.

On Monday, November 1, they began to return to work under a proposed compromise, which was finally accepted on November 3 as the result of two joint conferences of parties.

SPRAGUE, BREED & BROWN COMPANY — BEVERLY; SPRAGUE, BREED, STEVENS & NEWHALL, INC. — LYNN.

Sprague, Breed & Brown Company of Beverly and Sprague, Breed, Stevens & Newhall, Inc., of Lynn are corporations between which there is no organic connection. They are engaged in the wholesale and retail coal business. The hoisting engineers presented to both the Lynn and the Beverly companies a proposal for an agreement to what is known as the Boston schedule. The Lynn corporation in the exercise of its business judgment expressed a willingness to conclude an agreement in the terms proposed. The Beverly employer was impelled to refuse on the explicit ground that the Boston schedule did not satisfy local requirements, but

offered terms which contemplated higher wages and fewer hours, so distributed to the days of the week as Beverly conditions rendered necessary. The union refused the offer and threatened to recede from the proposed contract with the Lynn house unless the Beverly concern accepted the same conditions.

The Board was in communication with the employer, ready to act in default of negotiations. In answer to inquiries it was learned on October 28 that the parties were willing to resume their conferences. Several meetings ensued which continued toward the latter part of November and ended in agreements duly executed, the Lynn company subscribing the so-called Boston schedule and the Beverly workmen accepting the better conditions offered by the Sprague, Breed & Brown Company.

MACHINISTS — WORCESTER.

Five establishments having controversies with 1,500 employees in the machine shops at Worcester were objects of this Board's attention in the last quarter of 1915. In September the workmen, having made certain demands, left work, refrained or were locked out from work to enforce them. When the confidential approaches to conciliation had been resisted on one side or the other, and rejection of the Board's offer of peace was rendered more decisive by polite expression; when similar, but opposed motives, had thrust the parties to a further separation than could easily be bridged, and arbitration was rendered impossible by hostile measures, the Board gave public hearings, as provided by

law, with a view to fixing the blame for the existence or continuance of the controversy in its various phases, and the following reports were published: —

October 29, 1915.

In the matter of the controversies between the Reed-Prentice Company, Whitcomb-Blaisdell Machine Tool Company and Leland-Gifford Company and employees at Worcester.

Demands were presented by a committee of employees, representing other employees, to Albert E. Newton, vice-president and general manager of the Reed-Prentice Company, on or about September 17. The requests were for an 8-hour day, an increase of 5 cents an hour over what was being paid, time and a half for all hours over scheduled day's work, double time Sundays and holidays and after 12 M. Saturdays.

Following the presentation of demands, the employer posted a notice informing the employees that the committee was told that it was neither practicable nor possible to grant the demands. A committee representing the employees in the Reed plant requested a conference for the purpose of presenting similar demands, but the employer declined to confer with it.

There are two shops operated by the company, one called the Prentice department, the other the Reed department, occupying sites on Cambridge Street and Gold Street. The production in both plants, wages and working conditions are substantially the same. The hours of labor are 55 per week. The employees instructed their committee to inform the employer that if the demands were not complied with they would cease work Monday afternoon. During the forenoon of Monday, September 20, the employer gave orders that members of the committee be discharged. No further change in the attitude of the employer was manifested, and about 700 employees went on strike at 3 P.M.

Having knowledge that the employees were organizing and that demands were likely to be presented, the employer on September 15 announced that a "war bonus" would be paid every one on its pay roll, dating back to the first day of September, and distributed during the first week of October and thereafter the first week in each succeeding month. The war bonuses were based on the monthly earnings of each employee and graded as to the time of service as follows: —

To those who have been steadily in the employ of the company for six months or more, a war bonus of 20 per cent.

To those steadily employed less than six months, but more than three months, 15 per cent.

To those steadily employed less than three months, 10 per cent.

The company estimated that the war bonuses would add about \$200,000 annually to the earnings of the employees.

Anticipating the probability of similar demands being presented to it, the Whitcomb-Blaisdell Machine Tool Company, 134 Gold Street, called into conference a committee representing its employees. The employer suggested that the employees form a mutual benefit association, and upon its organization the company would deal with it on all matters involved in their mutual relations. The employees endeavored to form such an organization. While this endeavor was going forward the employees presented a request that the hours of labor should be 50 hours a week without any reduction in wages, and time and a half for all overtime. The company took the request under consideration, reserving decision until such time as the employees had completed the organization. On October 20, following the walkout of the employees of the Reed-Prentice Company's shops, the employees of the Whitcomb-Blaisdell Company were requested to meet in a body with the representatives of the company at the close of the work day. Such a meeting was held, but no negotiations were had looking to a change in hours, wages or other working conditions. The employees testified that they expected at this meeting the employer would announce its position relative to the request previously submitted.

After attending the meeting several of the employees attended a mass meeting of workmen in other establishments and joined the union. A committee was appointed to present demands similar to those presented to the Reed-Prentice Company.

The company refused to comply with the demands, but offered a 50-hour week with 55-hour wage, and time and a half rates for overtime work, subject to the proviso that the employees would agree not to make a collective request for change in wages or other working conditions for a period of one year. This proposal was practically a concession of the first requests made by the employees, but it was rejected by them for the reason, among others alleged, that its acceptance would embarrass the efforts of employees in other establishments who had presented demands for an 8-hour work day and increase in wages. The employees notified the employer that its proposal was rejected, and if the list of demands, headed by a request for an 8-hour work day, were not acceded to the employees would go on strike at 4 o'clock on September 23. The employer withdrew the proposal and did not accede to the demands. About 260 employees ceased work.

Similar demands were presented to the officials of the Leland-Gifford Company on September 25. The employees informed the employer

that unless the demands were granted the employees would go on strike Monday, September 27, at 2 o'clock in the afternoon. The demands were not complied with, and a number in excess of 300, of the 470 machinists employed, went on strike on September 27.

Hon. George M. Wright, mayor of Worcester, complying with the statute, notified the State Board of the strikes and endeavored to induce the parties to join in a conference for the purpose of composing the differences. The employers declined to join in such a conference. The State Board then had repeated interviews with the parties separately, and endeavored by mediation to accomplish an amicable settlement of the difficulties and thereby secure the return of the strikers to work and a resumption of industry. The employers declined to confer with committees representing the striking employees, giving as a reason therefor that they were unalterably fixed in a determination not to deal with the employees collectively because it might commit them to a method which ultimately would result in recognition of the union in a "closed shop," a condition which they concertedly stated was most objectionable to them.

Pursuant to a duty imposed by statute, the State Board endeavored to persuade the parties to submit the controversies for arbitration to a local board or to the State Board. The employees manifested a disposition to submit all matters to arbitration, but the employers declined. The efforts of the mayor and a committee of citizens and the State Board in mediation and conciliation having failed to accomplish as a result the return to work and the resumption of the industry, notice was given to all parties interested in the controversies that an investigation of the industrial situation growing out of the strikes would be held on the thirteenth day of October at City Hall, Worcester, to ascertain which of the parties thereto is mainly responsible or blameworthy for the existence or continuance of the strikes. The State Board held hearings on October 13, 14, 15, 18, 19 and 20, at which hearings the details of the controversies resulting in strikes were inquired into and the relations of the parties clearly set forth. The witnesses were sworn, and the testimony presented has been considered by the Board.

The Board, having knowledge that a settlement of the controversies has not been reached, makes and publishes this report finding the cause and assigning the responsibility or blame.

The State Board finds that the attitude of the employers was determined by them as a result of an understanding with other employers in kindred lines of industry holding membership in the Worcester

Branch of the National Metal Trades Association. The demands presented by the employees were in accordance with a concerted movement of men employed in machine tool industries to secure among other objects a uniform work day of 8 hours. The attitude of the employers did not permit of opportunity to the employees to negotiate concerning the acceptance or modification of the terms proposed. The Board finds that the controversies involving so many employers and employees should have been brought to the attention of the Board, and an investigation of conditions of employment which were made the subject of the controversies should have been requested, before a strike should have been called. The employers should have discussed with their employees the questions at issue, and if they failed to adjust such controversies should have requested a like inquiry, and no strike or lockout should have taken place pending such investigation.

The employers declined to join with the employees in a submission of the controversies to arbitration. Had they done so the employees would have been bound to return to work pending such arbitration. The Board finds that the attitude of the employers is not one which makes for industrial peace, and that they are responsible for the continuance of the strikes.

The "Declaration of Principles," as stated in the book defining the relation of the members of the Metal Trades Association, appears to be a contract between the several members of that association, but it does not appear that it is a contract to which the employees are a party. It nevertheless defines the policy by which members of the association have agreed to be controlled.

It therefore seems that the course of dealing contemplated by members of the association is this, so far as it relates to industrial controversies: In the event of a disagreement relative to wages or conditions of work, it seems to be the duty of the employer as a member of the association to request the employees to join in the form of arbitration defined by the rules of the association, and thereupon to submit the questions for determination to a board consisting of three arbitrators, to be named by each of the parties to the controversy, and to submit to the decision of the arbitrators so chosen.

As the employees are not parties to the agreement existing between the members of the association, it is evident that it was incumbent upon the employer, in the performance of his duty to other members of the association, to call to the attention of the employees the provisions of the agreement to submit matters in controversy to arbitration in accordance with the form proposed. This failure to do so was a violation of the contract with the association.

The contention of the employers, that wages and hours of labor are not proper subjects of arbitration as defined in the "Declaration of Principles" of the National Metal Trades Association, is not sustained by the State Board.

The State Board recommends that the employees or their representatives immediately seek a conference with their respective employers, to the end that opportunities may be afforded the parties to obtain an amicable settlement, either by agreement as to wages and hours, or agreement upon a form of arbitration by which the controversies may be determined. The Board is informed that the employees are willing to join with the employers in a submission of the matters in dispute to arbitration, to be determined by either the plan proposed by the National Metal Trades Association, or by a local board established in accordance with the law or by the State Board.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

NOVEMBER 20, 1915.

In the matter of the controversy at Worcester between the Norton Grinding Company and employees in the machine tool department.

The Board investigated the cause of the controversy with a view to ascertaining which party thereto was mainly responsible or blameworthy for the existence or continuance of the same. The inquiry began in the Council Chamber, Worcester, on October 19, and closed on October 20. The witnesses were sworn, and the testimony, exhibits and other data pertinent to the matters in controversy have been noted in the Board's records. An endeavor to increase the membership of the Machinists' Union was going forward in Worcester, in which the men employed by the Norton Grinding Company had been invited to join.

On September 25 the employer met the employees. George I. Alden, president and general manager, made the following statements on the part of the company:—

We have asked you to come here at this time in consequence of the present unusual labor conditions in the city. We do not assume that you are even seriously interested in the call of the organizer to join the union and go on a strike, but if this question should come to you in a serious form, your decision may be of far-reaching influence upon yourselves and your families.

In deciding such a question you ought to be sure of the facts on as many

points as possible, in order that you may decide wisely. We do not wish to influence you to make any decision which is not for your own best interests. We have no wish to control you in any way in the exercise of your inalienable rights as a free American citizen, but we believe that your interests and the interests of the company are mutual; that neither of us can have the highest and best success without the success of the other.

We believe in industrial peace based on fair dealing, good-will and co-operation. The Norton Grinding Company, in endeavoring to build up its business, is looking for permanence and success, and a part of the success which it desires to accomplish is the continuance of good-will and mutual friendliness between its employees and itself.

Industrial war is just as destructive of the happiness and prosperity of men as is civil war or the war between nations. Strife blights those feelings of friendliness and good-will, those sentiments and feelings which make life worth while. Because of this and because we believe your interests and ours are mutual we sincerely hope you will not listen to the call of the organizer, but will treat it as you have heretofore. We take this opportunity to say to you that if you stay with us we shall stand shoulder to shoulder with you, and so long as even one of our employees desires to continue work the shop will be open to him to do so. We shall do all in our power to give aid and protection to any or all who stay with us.

On the other hand, it is no time under the present circumstances to grant any union demands which may be made, and we cannot do it.

Trusting I have made clear the point which I wish to impress on you at this time, namely, that we are cordially with our men, to stand with them so long as they stand with us, I close with the assurance, as I view it, that if you stay with us you will have pay, protection, prosperity and peace.

The statement of the employer failed to influence the men not to join the union, and about 20 employees who were said to be active in the work of organizing other employees were towards the first of October laid off or discharged. This action occasioned the charge that the employer was endeavoring by means of intimidation and coercion to influence the employees from exercising their right to hold membership in a union.

On October 5, the employees, represented by a committee, presented demands, of which the following is a copy: —

We, the employees of the Norton Grinding Company, through our committee, present the following demands: —

1. That 48 hours shall constitute a week's work.
2. An increase of 5 cents per hour over the present rate of wages.
3. Double time for Sundays and holidays, also after 12 m. Saturdays.

4. Time and one-half for all hours over a scheduled day's work.

5. That no one will be discriminated against for affiliating with the International Association of Machinists.

GILBERT COTE.

FRED JOHNSON.

GUS HAGUE.

LEO SPENCER.

DENNIS FITZPATRICK.

CHARLES H. STONE.

LLOYD F. NORTON.

DENNIS O'LEARY.

CHARLES W. VEAZIE, *Chairman*.

The employer did not comply with the demands, and the employees met on October 8 for the purpose of deciding whether the demands would be enforced by means of a strike. A request by the Board that the employees continue at work pending investigation of the controversy was complied with. A request was also made by the Board to Albert E. Newton, vice-president, and Donald Tulloch, secretary, of the Worcester Branch of the National Metal Trades Association, to request the employers holding membership therein not to lock out employees pending an investigation by the State Board. This request was not complied with by the employer, and Mr. Alden testified that he had not been informed of it.

The compliance of the employees in continuing at work did not satisfy the employer, who had requested that a decisive vote for or against a strike be taken at the meeting Friday night. The plant was shut down Saturday morning. A notice was posted, a copy of which is as follows:—

NOTICE.

Norton Grinding shops will shut down Saturday, October 9, 1915. All those wishing to go to work on Monday, October 11, please report to the superintendent this morning at the receiving department.

NORTON GRINDING COMPANY.

Those employees who reported to the superintendent at the receiving department were presented cards by him or by a foreman, a copy of which is as follows:—

I hereby promise to be at work on my present job on Monday morning, October 11, 1915. I will not go on a strike or knowingly do anything contrary to the best interests of the Norton Grinding Company.

Signed

WORCESTER, MASS., October 9, 1915.

The employer testified that 243 out of about 570 employees accepted this condition of employment and went to work on Monday, October

11; that the condition required of the employees on October 11 was not enforced after that date; and that all of the employees who had remained out would be given their former places if applied for.

The attitude of the people of the Commonwealth toward those who labor, whether organized or not, is apparent in the laws, which so far as they relate to employment are set forth in sections 18 and 19 of chapter 514, Acts of 1909, as follows: —

SECTION 18. No person shall, by intimidation or force, prevent or seek to prevent a person from entering into or continuing in the employment of any person or corporation.

SECTION 19. No person shall, himself or by his agent, coerce or compel a person into a written or oral agreement not to join or become a member of a labor organization as a condition of his securing employment or continuing in the employment of such person.

These laws make for industrial freedom alike for the individual and for organized labor. The discharge of men, if for the reason that they had become members of a labor organization or contemplated such membership, is contrary to the spirit of the law.

The action of the employer in shutting down the plant on Saturday and imposing the conditions which he did on those seeking employment on the Monday following — his manifest purpose being to discourage his employees from becoming members of the union — was inconsistent with his belief in “industrial peace based on fair dealing, good-will and co-operation,” as stated to the employees on September 25. The Board finds that he is responsible for the lockout which took place on Saturday, October 9.

Testimony was presented that the Worcester Branch of the National Metal Trades Association maintained a bureau for the purpose of furnishing employers with competent help. The qualifications of employees when they ceased employment were reported by the employer on a card to the secretary of the Worcester Branch. The employer admitted that the Norton Grinding Company held membership in the Worcester branch of the association, and that the rule of the association to report to it information concerning employees ceasing employment for any reason was observed. It was charged by the employees that this provided a means by which employers engaged in kindred industries were informed if employees were active in union affairs, and that such employees were by means of a “black list” discriminated against in securing and continuing employment. One of the group of employees discharged on or about October 1 testified that he saw a card containing

his name lying on the paymaster's desk, which he believed contained information relative to the reasons for his being laid off or discharged. Such a card was produced by the secretary of the Worcester branch, and identified by him as having been received from the Norton Grinding Company. In connection with other information written on the card was the following: "Joined union, a disturber."

The Board finds that the employees were justified in believing that the employer opposed membership in a union of persons in his employ; that his statements to them on September 25, the discharge or suspension of workmen on or about October 1, and the locking out of more than 300 others on October 9 were endeavors on his part to discourage employees from joining the union. The Board further finds that the employees were justified in believing that the system maintained by the Worcester branch and employers holding membership therein, relative to matters of employment, provides the opportunity for the maintenance of a black list.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

MORGAN SPRING COMPANY — WORCESTER.

During the investigation of the machinists' difficulties at Worcester the Board made particular inquiry, on October 20, into a labor trouble at the works of the Morgan Spring Company, manufacturer of wire hardware. The manager of the business testified that, having discharged some 35 men, 4 others went out in sympathy on Monday, September 27; but he had no controversy with either the former or the present employees, and was willing to consider any individual's personal application for work. The employees in question appeared by their representative, and stated that all had obtained more satisfactory positions elsewhere.

FIBERLOID COMPANY — SPRINGFIELD.

Shorter work day, slight changes in working conditions, and protection from accidental explosions were requested on November 8 by 30 employees in the roller department of the Fiberloid Company in that part of Springfield called Indian Orchard. The employer refused the demands. The workers appealed to the Central Labor Union in that city, which received them into the labor movement as a Federal union. Of the 600 men and women employed at the works, 25 of the petitioners went out on strike from the roller department on November 11. Four hundred and fifty struck on November 15, when the factory was unusually busy. There was a complete cessation of work.

The mayor of Springfield at the onset of the strike notified the Board. The Board ascertained that negotiations were pending. The general demands were a 48-hour week, 50 per cent. extra for overtime work on secular days and double rates for work performed on Sundays and holidays, and such rearrangement of prices in certain departments as would enable the workers to earn as much in a week as when working 58 hours. The fact that President George H. Wrenn of the Central Labor Union and Mr. Francis F. Squire on the part of the employer were in conference on the difficult and delicate task of adjusting the complicated grievances of non-English speaking workers representing many nationalities was sufficient assurance of an amicable agreement. And such was the result of mutual concessions ratified on November 29: that the week's time was reduced to 55 hours for men, and maintained at 54 hours for women, without reduction

in earnings; minimum rates were fixed at \$6 a week for girls under sixteen years, and at \$9 for women; piece prices were increased; and the Saturday half holiday granted throughout the year.

A miscellaneous body of various nationalities on strike affords a tempting opportunity for inflammatory speech making. The negotiators of the settlement were not the men to tolerate anything of the kind. The strike was conducted with gravity. All hands returned to work on November 30.

A. J. BATES COMPANY — WEBSTER.

On November 16 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between A. J. Bates Company, shoe manufacturer of Webster, and welters. (50)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 14 cents per 12 pair be paid by A. J. Bates Company at Webster for welting on Model-K machine as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On November 16 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees in the lasting department. (57)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work

and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. E. Taylor Company at Brockton for work as there performed upon Russian army boots: —

	Per 12 Pair.
Tacking innersoles,	\$0 02 $\frac{3}{4}$
Assembling by hand,	07
Pulling-over by machine,	06 $\frac{1}{2}$
Operating Consolidated machine, all around,	25
Pounding heelseats,	02 $\frac{3}{4}$
Side-lasting by machine,	08
Operating No. 5 machine,	25

By agreement of the parties this decision shall take effect as of date of September 29, 1915.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

J. J. GROVER'S SONS — STONEHAM.

On November 18 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. J. Grover's Sons, shoe manufacturers of Stoneham, and employees in their heeling department. (48)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 60 cents per 100 pair be paid by J. J. Grover's Sons at Stoneham for heeling on Model-B machine, nailed off the last, as the work is there performed.

By agreement of the parties this decision takes effect from August 3, 1915.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

CHURCHILL & ALDEN COMPANY — BROCKTON.

On November 18 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and employees in the finishing department of the Main Street factory. (49)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that 22½ cents per 24 pair be paid by Churchill & Alden Company in its Main Street factory for scouring bottoms of shoes with moulded soles, pinwheel and Naumkeag attached, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

On November 16 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the heeling department of Factory No. 2. (52)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Lewis A. Crossett, Inc., in Factory No. 2 at Abington for slugging heels as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

D. A. DONOVAN'S SONS COMPANY — LYNN.

The following decision was rendered on November 26: —

In the matter of the joint application for arbitration of a controversy between D. A. Donovan's Sons Company, shoe manufacturer of Lynn, and employees in the lasting department. (62)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board decides that last No. 52 in the factory of D. A. Donovan's Sons Company at Lynn is not a high-toed last.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

KELLY-BUCKLEY COMPANY — BROCKTON.

The following decision was rendered on November 26: —

In the matter of the joint application for arbitration of a controversy between Kelly-Buckley Company, shoe manufacturer of Brockton, and employees in the lasting department. (67)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board decides that the Okey, Dixie and New Bear lasts in the factory of Kelly-Buckley Company at Brockton are high-toed lasts, and that the Victor last is low-toed.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

A. M. CREIGHTON — LYNN.

On November 26 the following recommendation was made: —

In the matter of the joint arbitration of a controversy between A. M. Creighton, shoe manufacturer of Lynn, and buttonhole operators, submitted, pursuant to agreement, to the Lynn board of adjustment and to this Board for determination upon consideration of the evidence submitted to said board of adjustment. (76)

A price list said to have been introduced as evidence to said board of adjustment is not before the State Board, and in other respects the evidence is incomplete; upon the evidence submitted, however, this Board, after careful consideration thereof, is of the opinion that the labor of buttonhole-operating is greater with vamp attached to the button-fly, as in the case of the so-called Gypsy shoe, than such labor when no vamp is attached.

The Board recommends that the decision of the board of adjustment should be 1 cent extra per 100 buttonholes when operating on the Gypsy shoe at the factory of A. M. Creighton in Lynn.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

On November 26 the following decisions were rendered: —

In the matter of the joint applications for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and employees in the finishing departments of Factories Nos. 1 and 3. (54, 55)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George E. Keith Company at Brockton for work as there performed: —

FACTORY NO. 1.

Scouring heels, three papers, wet once: —		Per 12 Pair.
1 $\frac{3}{4}$ inches high or less, white-, pink- or blue-tagged, . . .		\$0 07 $\frac{1}{2}$
More than 1 $\frac{3}{4}$ inches high,		08 $\frac{1}{2}$

FACTORY No. 3.

Scouring heels, three papers, wet once:—

1 $\frac{3}{4}$ inches high or less,	\$0 07 $\frac{1}{2}$
More than 1 $\frac{3}{4}$ inches high,	08 $\frac{1}{2}$

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and employees in the heeling department of Factory No. 3. (58)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 6 $\frac{1}{2}$ cents per 12 pair be paid by George E. Keith Company in Factory No. 3 at Brockton for heeling upon the improved Lightning machine as the work is there performed.

By agreement of the parties this decision shall take effect as of date of September 20, 1915.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

SACO-LOWELL MACHINE COMPANY — NEWTON.

One hundred and twenty-five employees in the snagging department of the Saco-Lowell Machine Company at Newton demanded at the end of November an increase of 2 cents an hour and a cessation of work at 5 o'clock P.M. When the gates opened on the following day they were informed that there would be no change in the work hours, but their pay would be increased a cent and a half an hour. They rejected the terms offered; 75 others refused to go to work on the following day, and the works were shut down.

The Board offered to mediate between the parties, but on learning that negotiations were already afoot, gave appro-

private advice. The strikers began to return on December 4; on the 5th they accepted the employer's offer, and all hands returned on December 6.

L. Q. WHITE SHOE COMPANY—BRIDGEWATER.

The following decision was rendered on December 1:—

In the matter of the joint applications for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and employees working upon Russian army boots. (64, 68)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by L. Q. White Shoe Company to employees in Bridgewater for work as there performed upon Russian army boots:—

Lasting:—	Per 12 Pair.
Assembling,	\$0 07
Pulling-over,	06 $\frac{1}{2}$
Lasting sides, hand method,	12
Operating No. 5 machine,	25
Pulling tacks, first pulling,	02 $\frac{3}{8}$
Welting,	16
Trimming toes and butting welts,	03 $\frac{1}{2}$
Filling bottoms,	02 $\frac{1}{2}$
Solelaying,	05
Heelseat-nailing,	02 $\frac{1}{2}$
Roughrounding,	08 $\frac{1}{2}$
Goodyear stitching,	20
Heeling,	07
Heelshaving, McKay machine,	04 $\frac{1}{2}$
Heel-scouring, one paper,	03
Edgetrimming,	18
Stitching in counter:—	
First row,	18
Second row,	08
Stitching in straps,	10
Quilting soles,	10
Reinforcing shanks,	04 $\frac{1}{2}$

Blackening edges and heels with sponge, after three weeks' experience,	Per Day.
Brushing edges and heels, after three weeks' experience,	\$1 75
	2 00

By agreement of the parties the decision shall take effect, as to the last four items, from October 22, 1915; as to the other items, from October 4, 1915.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

STACY-ADAMS COMPANY — BROCKTON.

The following decision was rendered on December 1: —

In the matter of the joint application for arbitration of a controversy between Stacy-Adams Company, shoe manufacturer of Brockton, and employees in the lasting department. (39)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Stacy-Adams Company at Brockton for lasting (hand-pulling and bed-machine operating), as the work is there performed: —

Dull leather,	No change.	Per Pair.
Colored leather,	No change.	
Lasting up or down, extra,		\$0 01
Lasts Balance and Arch Elevator, extra,		01

By the Board,

BERNARD F. SUPPLE, *Secretary*.

E. E. TAYLOR COMPANY — BROCKTON.

The following decision was rendered on December 1: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees in the sole-fastening department. (51)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. E. Taylor Company at Brockton for work as performed upon army boots: —

	Per 12 Pair.
Goodyear welting,	\$0 16
Goodyear stitching,	20
Roughrounding,	08½

By agreement of the parties this decision shall take effect as of date of September 29, 1915.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CONDON BROTHERS & CO. — BROCKTON.

The following decision was rendered December 2: —

In the matter of the joint application for arbitration of a controversy between Condon Brothers & Co., shoe manufacturers of Brockton, and employees in the lasting department. (77)

Having considered said application and heard the parties by their duly authorized representatives, and examined the exhibits submitted, the Board decides that the Bunny and Fearnot lasts in the factory of Condon Brothers & Co. at Brockton should be classed as high-toed, and that the Rex and Sandler lasts should not be so classed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

KNOX MOTORS COMPANY — SPRINGFIELD.

A desire for an extra compensation on work performed after hours led to a shop meeting on December 1, at which a strike against the Knox Motors Company was proposed. Messrs. E. J. Zoerb and Frank H. Trego, representing the respective parties, had conferred on Monday, November 29, and had reached a tentative agreement. On Friday, December 3, Mr. Zoerb having made ineffectual efforts to conclude the agreement with the company, and failing to secure their consent to an appointment, announced the fact to the workers, and a strike was declared just before noon. It appears that besides the apparent slight to Mr. Zoerb, a demand for recognition of the union had been ignored, but the company stated that there had been a misunderstanding. The number out was 65. The Board on inquiry believed that the difference between the parties was very slight, and so stated, urging the workers to keep in communication with the employer. A conference was had on the 7th of December, the details of which were not made public, which resulted in an agreement, and all the employees that were out thereupon returned to work.

W. & V. O. KIMBALL — HAVERHILL.

The following decision was rendered on December 7: —

*In the matter of the joint applications for arbitration of a controversy between
W. & V. O. Kimball, shoe manufacturers of Haverhill, and heel-builders.
(61, 70)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-

matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball at Haverhill for the work as there performed:—

	Per 60 Pair.
Six-eighths wedge heel: two lifts of pulp, one wedge, two lifts of pieced stock,	\$0 60
When strips of pulp are used, no extra.	
Six-eighths men's combination heel: three lifts of pulp, two lifts of pieced stock,	55
Five-eighths men's combination heel: two lifts of pulp, two lifts of pieced stock,	50
Lifts containing more than three pieces, no extra.	

By the Board,
BERNARD F. SUPPLE, *Secretary*.

LUDLOW MANUFACTURING ASSOCIATES — LUDLOW.

The following decision was rendered on December 13:—

In the matter of the joint application for arbitration of a controversy between the Ludlow Manufacturing Associates of Ludlow and machinists in their employ. (66)

Having considered said application and heard the parties by their duly authorized representatives, the Board finds that on October 27, 1915, the day on which the application was filed, the workmen in question were paid at various rates; and having investigated the subject-matter of the controversy, which is the character of the work and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the workmen in question shall receive over said rates of October 27 an increase, respectively, of $4\frac{1}{2}$ cents an hour.

By agreement of the parties this decision shall take effect as of date of October 18, 1915.

By the Board,
BERNARD F. SUPPLE, *Secretary*.

E. E. TAYLOR COMPANY — BROCKTON.

The following decision was rendered on December 13: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees in the sole-fastening department. (73)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 4½ cents per 12 pair be paid by E. E. Taylor Company at Brockton for reinforcing shanks of army boots on Standard Screw machines, as the work is there performed.

By agreement of the parties this decision shall take effect as of date of September 27, 1915.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

ALLEN, FOSTER & WILLETT — LYNN.

The following decisions were rendered on December 14: —

In the matter of the joint arbitration of a controversy between Allen, Foster & Willett, shoe manufacturers of Lynn, and pressers, submitted, pursuant to agreement, to a board of adjustment and to this Board for determination upon consideration of the evidence submitted to said board of adjustment. (79)

The Board, having considered the evidence submitted, recommends that the decision of the board of adjustment should be that 60 cents for 36 pair be paid to pressers for pressing on yoke foxing.

By agreement of the parties this decision shall take effect as of the date on which the work was introduced.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint arbitration of a controversy between Allen, Foster & Willett, shoe manufacturers of Lynn, and stitchers, submitted, pursuant to agreement, to a board of adjustment and to this Board for determination upon consideration of the evidence submitted to said board of adjustment. (80)

The Board, having considered the evidence submitted, recommends that the decision of the board of adjustment should be that 4 cents per pair be paid to stitchers for vamping pointed finger-foxed yoke.

By agreement of the parties this decision shall take effect as of the date on which the work was introduced.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

TEAM DRIVERS — LYNN.

On December 15 notice of strike of team drivers was received from the mayor of Lynn, and the Board communicated with the parties thereupon. The union had presented various firms a proposed agreement, which was essentially the same as the old one with an additional clause providing for a work day of 9 hours at the same rate of pay as that which was received for 10. The employers would not all sign, and to compel compliance on the part of the remainder, a strike was declared and became effective on the 15th, the day of the mayor's notice.

Eight express companies were affected and traffic was suspended. Several conferences had been held and the express companies offered 50 cents a week without granting the 9 hours, and the offer was refused. Subsequently the men waived the 9-hour demand and requested \$1 a week increase.

On December 16 about 100 express teamsters returned to work with increased pay. The demand had changed from a 9-hour day to an increase in wages, and they have continued to work as before, — 10 hours a day.

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

The following decision was rendered on December 16: —

*In the matter of the joint application for arbitration of a controversy between
L. Q. White Shoe Company of Bridgewater and vampers. (65)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 36 cents per 24 pair be paid by L. Q. White Shoe Company at Bridgewater to employees engaged in vamping bal, button or Congress shoes, operatives not being required to sort vamps and tops.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

E. E. TAYLOR COMPANY — BROCKTON.

On December 22 the following decision was rendered: —

*In the matter of the joint application for arbitration of a controversy between
E. E. Taylor Company, shoe manufacturer of Brockton, and employees.
(60)*

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that E. E. Taylor Company of Brockton pay to employees for tack-feeling and cutting tacks, as the work is there performed in a day of 9 hours, \$2 for army boots and \$1.75 for regular work.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On December 22 the following decision was rendered:—

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the treeing departments of Factories Nos. 1 and 2. (75)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company at Brockton in Factories Nos. 1 and 2 for the work as there performed:—

MILLER TREEING MACHINE.

Per 12 Pair.

Patent leather: washed, ironed on machine (by hand where necessary), cleaned and ragged off,	No change.
Gun metal or velours: cleaned, ironed on machine (by hand where necessary), one coat of filler applied, ragged off, . . .	\$0 13½
Black vici: cleaned, ironed on machine (by hand where necessary), one coat of filler or one coat of dressing applied,	15

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LASTERS — BROCKTON.

A motion of the lasters to amend the agreement which regulates their relations with the Brockton shoe manufacturers was the subject of friendly conferences as the year drew to a close. The parties concurred in the terms, which follow:—

BROCKTON, January 4, 1916.

The following agreement is entered into, to apply to the lasting department in the several Brockton factories of the members of the Brockton Shoe Manufacturers' Association:—

REX SYSTEM.

Side-lasting by hand, all leathers, 12 pairs,	\$0 20
Bed-machine operating, except patent and enamel leathers, increase over present prices, per pair,	00½
Tacking innersoles by machine, 12 pairs,	03
Trimming innersoles by machine, 12 pairs,	00¾
Or flat price for both operations, 12 pairs,	03¾

HAND-PULLING SYSTEM.

Dull leather, no box, per pair,	\$0 05½
Dull leathers, with box, per pair,	05¾
Samples and single pairs, price and one-half.	
Minimum day wage, pulling-machine operators, bed-machine operators, Consolidated Hand-method machine operators, 9 hour day,	3 50
Minimum day wage, other day work than above, 9 hours, . . .	3 25
To employees of average skill and capacity, otherwise special prices may be arranged.	

The agreement made under date of October 17, 1913, to apply to and govern all other prices and conditions in the lasting department.

This agreement shall remain in force and effect for a term of two years, from January 10, 1916, and continue thereafter until changed by mutual agreement or by a decision of the State Board of Conciliation and Arbitration, in accordance with the contract of the Boot and Shoe Workers' Union.

BROCKTON SHOE MANUFACTURERS' ASSOCIATION,
T. J. EVANS, *Secretary*.
LOCAL 100, BOOT AND SHOE WORKERS' UNION,
JOSEPH E. LACOUTURE,
Agent for Employees.

CHURCHILL & ALDEN COMPANY — BROCKTON.

The following decisions were rendered on January 7, 1916:—

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the finishing department of Factory No. 3. (33)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work

and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company to employees in said department of Factory No. 3 at Brockton for work as there performed:—

	Per 24 Pair.
Scouring bottoms, pinwheel and Naumkeag attached,	\$0 14
Scouring heel-breasts, one paper,	02 $\frac{3}{4}$
Scouring heels, two papers,	08 $\frac{3}{4}$
Blacking heels,	02 $\frac{1}{2}$
Black finish:—	
Dusting and blacking full bottoms, breasts and top-pieces,	08 $\frac{1}{2}$
Rolling, faking and brushing full bottoms and top-pieces and	
cleaning slugs,	20
Full bottoms, stain finish:—	
Wetting down full bottoms, aniline stain,	09
Stained foreparts and black shanks:—	
Wetting down foreparts, aniline stain; gumming foreparts;	
polishing foreparts; blacking shanks, breasts and top-	
pieces; rolling, faking and brushing shanks and top-	
pieces and cleaning slugs. The Board finds that the work	
is not performed.	

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the sole-fastening department of Factory No. 3. (42)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by Churchill & Alden Company in Factory No. 3 at Brockton for work as there performed:—

	Per 12 Pair.
Goodyear welting,	\$0 17
Goodyear stitching,	19
Roughrounding,	08 $\frac{1}{2}$

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the lasting department of Factory No. 3. (43)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company in Factory No. 3 at Brockton for work as there performed:—

	Per 12 Pair.
Tacking and trimming insoles by machine,	\$0 03 $\frac{3}{4}$
Assembling by machine,	15 $\frac{1}{2}$
Pulling by machine,	13
Side-lasting by hand,	18 $\frac{1}{2}$
Bed-machine operating:—	
Regular dull goods,	31
Colored goods,	33
Patent leathers,	41

By the Board,

BERNARD F. SUPPLE, *Secretary*.

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the edgemaking department of Factory No. 3. (44)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by Churchill & Alden Company in Factory No. 3 at Brockton for work as there performed:—

	Per 12 Pair.
Edgetrimming, no knifing,	\$0 22 $\frac{1}{2}$
Edgesetting, including blacking and brushing, one setting,	16 $\frac{1}{2}$

By the Board,

BERNARD F. SUPPLE, *Secretary*.

NORTON GRINDING COMPANY — WORCESTER.

The following decision was rendered on January 7, 1916: —

In the matter of the application of the Norton Grinding Company, manufacturer of machinery at Worcester. (83)

This application, made to the Board under Acts of 1914, chapter 347, requests the Board to determine whether the business of said company is being carried on in a normal and usual manner and to the normal and usual extent.

Having considered said application and investigated the character of the business and the conditions under which it is carried on, which is the subject-matter thereof, the Board determines that the business of said Norton Grinding Company at Worcester is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE H. SNOW COMPANY — BROCKTON.

The following decision was rendered on January 11, 1916: —

In the matter of the joint application for arbitration of a controversy between George H. Snow Company, shoe manufacturer of Brockton, and employees in the lasting department of Factory No. 3. (56)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by George H. Snow Company in Factory No. 3 at Brockton for the following items of work, as performed upon shoes of the \$2.45 grade (including extras as agreed to by the parties): assembling, felt boxes; operating pulling-over machine; pulling sides by hand; operating No. 5 machine; hour work.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

EMERSON SHOE COMPANY — ROCKLAND.

The following decision was rendered on January 11, 1916: —

In the matter of the joint application for arbitration of a controversy between Emerson Shoe Company of Rockland and employees in the edgemaking department. (59)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by the Emerson Shoe Company at Rockland for the following items of work as there performed: edgetrimming (no knifing) white-tagged shoes of the \$3.50 grade and single pairs and samples of all grades; edgsetting white-tagged shoes of the \$3.50 grade (one or two settings) and single pairs and samples of all grades.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

COMMONWEALTH SHOE AND LEATHER COMPANY — WHITMAN.

The following decision was rendered on January 11, 1916: —

In the matter of the joint application for arbitration of a controversy between the Commonwealth Shoe and Leather Company of Whitman and employees in the making department. (72)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by the Commonwealth Shoe and Leather Company of Whitman for trimming toes and sides, pulling tacks and resetting, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LELAND-GIFFORD COMPANY — WORCESTER.

The following decision was rendered on January 11, 1916: —

In the matter of the application of Leland-Gifford Company, manufacturer of machinery at Worcester. (82)

This application requests the Board to determine whether the business of said company is being carried on in a normal and usual manner and to the normal and usual extent.

Having considered said application and heard the petitioner and investigated the character of the business and the conditions under which it is carried on, which is the subject-matter of the application, the Board determines that the business of said Leland-Gifford Company at Worcester, which is that of manufacturing machinery, is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

The foregoing report is respectfully submitted.

WILLARD HOWLAND,
CHARLES G. WOOD,
FRANK M. BUMP,

State Board of Conciliation and Arbitration.

FEBRUARY 8, 1916.

APPENDIX.



CONCILIATION AND ARBITRATION.

Chapter 263 of the Acts of 1886, approved June 2, entitled "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," was amended by Acts of 1887, chapter 269; Acts of 1888, chapter 261; and Acts of 1890, chapter 385. Chapter 382 of the Acts of 1892 relates to the duties of expert assistants. A consolidation and revision of statutes went into effect December 31, 1901.

Chapter 106, Revised Laws (amended by Acts of 1902, chapter 446, and by Acts of 1904, chapters 313 and 399), providing for the adjustment of labor controversies, etc., was re-enacted in Acts of 1909, chapter 514, entitled "An Act to codify the laws relating to labor," which went into effect October 1, 1909. The codified law (amended by Acts of 1913, chapter 444, and Acts of 1914, chapter 681) contains the following provisions: —

LABOR LAW.

[STATE BOARD.]

SECTION 10. There shall be a state board of conciliation and arbitration consisting of three persons one of whom shall, annually, in June, be appointed by the governor, with the advice and consent of the council, for a term of three years from the first day of July following. One member of said board shall be an employer, or shall be selected from an association representing employers of labor, one shall be selected from a labor organization and shall not be an employer of labor and the

third shall be appointed upon the recommendation of the other two, or if the two appointed members do not, at least thirty days prior to the expiration of a term, or within thirty days after the happening of a vacancy, agree upon the third member, he shall then be appointed by the governor. Each member shall, before entering upon the duties of his office be sworn to the faithful performance thereof, and shall receive a salary at the rate of two thousand five hundred dollars a year and his necessary travelling expenses and other expenses, which shall be paid by the commonwealth. The board shall choose from its members a chairman, and may appoint, and may remove, a secretary of the board and may allow him a salary of not more than fifteen hundred dollars a year. The board shall, from time to time, establish such rules of procedure as shall be approved by the governor and council, and shall, annually, on or before the first day of February make a report to the general court.

Duties and Powers.

SECTION 11. A mayor of a city or the selectmen of a town, having knowledge that a strike or lockout such as is described in this act is seriously threatened or actually occurs in such city or town, shall at once give notice to the state board. Notice may be given by the employer or by the employees concerned in the controversy, strike, or lockout. When the state board has knowledge that a strike or lockout, which involves an employer and his present or former employees, is seriously threatened or has actually occurred, and such employer at that time is employing, or upon the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, the state board shall, as soon as may be, communicate with such employer and employees and endeavor by mediation to obtain an amicable settlement, or endeavor to persuade them to submit the controversy to a local board of conciliation and arbitration or to the state board. If a settlement is not agreed upon and the parties refuse to submit the matter in dispute to arbitration, the state board shall investigate the cause of such controversy and ascertain which of the parties thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall, unless a settlement of the controversy is reached, make and publish a report finding such cause and assigning such responsibility or blame. The state board may employ agents to assist in the said investigation. Said board shall, upon the request of the governor, investigate and report upon a controversy if in his opinion it seriously affects or threatens seriously to affect the public welfare. The state

board shall have the same powers for the foregoing purpose as are given to it by the provisions of the four following sections. The state board shall by publication or otherwise inform employers and employees of their duty to give notice to the state board before resorting to a strike or lockout and of the provisions of this act affecting the rights of employers and employees relative to industrial disputes.

SECTION 12. If a controversy which does not involve questions which may be the subject of an action at law or suit in equity exists between an employer, whether an individual, a partnership or corporation employing not less than twenty-five persons in the same general line of business, and his employees, the board shall, upon application as hereinafter provided, and as soon as practicable, visit the place where the controversy exists and make careful inquiry into its cause, and may, with the consent of the governor, conduct such inquiry beyond the limits of the commonwealth. The board shall hear all persons interested who come before it, advise the respective parties what ought to be done or submitted to by either or both to adjust said controversy, and make a written decision thereof which shall at once be made public, shall be open to public inspection and shall be recorded by the secretary of said board. A short statement thereof may, in the discretion of the board, be published in the annual report, and the board shall cause a copy thereof to be filed with the clerk of the city or town in which said business is carried on. Said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party and to the board of his intention not to be bound thereby. Such notice may be given to said employees by posting it in three conspicuous places in the shop or factory where they work.

SECTION 13. Said application shall be signed by the employer or by a majority of his employees in the department of the business in which the controversy exists, or by their duly authorized agent, or by both parties, and if signed by an agent claiming to represent a majority of the employees, the board shall satisfy itself that he is duly authorized so to do; but the names of the employees giving the authority shall be kept secret. The application shall contain a concise statement of the existing controversy and a promise to continue in business or at work without any lock-out or strike until the decision of the board, if made within three weeks after the date of filing the application. The secretary of the board shall forthwith, after such filing, cause public notice to be given of the time and place for a hearing on the application, unless both parties join in the application and present therewith a written

request that no public notice be given. If such request is made, notice of the hearings shall be given to the parties in such manner as the board may order, and the board may give public notice thereof notwithstanding such request. If the petitioner or petitioners fail to perform the promise made in the application, the board shall proceed no further thereon without the written consent of the adverse party.

SECTION 14. In all controversies between an employer and his employees in which application is made under the provisions of the preceding section, each party may, in writing, nominate fit persons to act in the case as expert assistants to the board and the board may appoint one from among the persons so nominated by each party. Said experts shall be skilled in and conversant with the business or trade concerning which the controversy exists, they shall be sworn by a member of the board to the faithful performance of their official duties and a record of their oath shall be made in the case. Said experts shall, if required, attend the sessions of the board, and shall, under direction of the board, obtain and report information concerning the wages paid and the methods and grades of work prevailing in establishments within the commonwealth similar to that in which the controversy exists, and they may submit to the board at any time before a final decision any facts, advice, arguments or suggestions which they may consider applicable to the case. No decision of said board shall be announced in a case in which said experts have acted without notice to them of a time and place for a final conference on the matters included in the proposed decision. Such experts shall receive from the commonwealth seven dollars each for every day of actual service and their necessary travelling expenses. The board may appoint such additional experts as it considers necessary, who shall be qualified in like manner and, under the direction of the board, shall perform like duties and be paid the same fees as the experts who are nominated by the parties.

SECTION 15. In all cases of investigation and inquiries made by the board, and in all proceedings before it, any member thereof may summon witnesses and may administer oaths and take testimony. The fees of such witnesses for attendance and travel shall be the same as in the case of witnesses before the superior court. Each witness shall certify in writing the amount of his travel and attendance, and the amount due to him shall be paid forthwith by the board, for which purpose the board may have money advanced to it from the treasury of the commonwealth as provided in section thirty-five of chapter six of the Revised Laws, as amended by section one of chapter three hundred and sixty-nine of the acts of the year nineteen hundred and five.

[*Local Boards.*]

SECTION 16. The parties to any controversy such as is described in section thirteen of this act may submit the controversy in writing to a local board of conciliation and arbitration which may be composed either of three members mutually agreed upon, or of a member designated by the employer, a member chosen by the employees, or their duly authorized representative, and a third, who shall be chairman, chosen by those two. Such board shall have and exercise, relative to matters referred to it, all the powers of the state board, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. Such board shall have exclusive jurisdiction of the controversy submitted to it, but it may ask the advice and assistance of the state board. The decision of such board shall be rendered within ten days after the close of any hearing held by it, and shall forthwith be filed with the clerk of the city or town in which the controversy arose, and a copy thereof shall be forwarded by said clerk to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy submitted arose, with the approval in writing, of the mayor of the city or the selectmen of the town, the sum of three dollars for each day of actual service, not exceeding ten dollars for any one arbitration.

VETERANS IN THE CIVIL SERVICE.

Revised Laws, Chapter 19, as amended by Acts of 1905, Chapter 150.

SECTION 23. No veteran who holds an office or employment in the public service of the commonwealth, or of any city or town therein, shall be removed or suspended, or shall, without his consent, be transferred from such office or employment, nor shall his office be abolished, nor shall he be lowered in rank or compensation, except after a full hearing of which he shall have at least seventy-two hours' written notice, with a statement of the reasons for the contemplated removal, suspension, transfer, lowering in rank or compensation, or abolition. The hearing shall be before the state board of conciliation and arbitration, if the veteran is a state employee, or before the mayor of the city or selectmen of the town of which he is an employee, and the veteran shall have the right to be present and to be represented by counsel.

Such removal, suspension or transfer, lowering in rank or compensation, or such abolition of an office, shall be made only upon a written order stating fully and specifically the cause or causes therefor, and signed by said board, mayor or selectmen, after a hearing as aforesaid.

PROCURING EMPLOYEES DURING LABOR DISPUTES.

Chapter 445 of the Acts of 1910, as amended by Acts of 1912, chapter 545; Acts of 1914, chapter 347; and General Acts of 1915, chapter 108, is as follows: —

SECTION 1. If an employer, during the continuance of a strike among his employees, or during the continuance of a lockout or other labor trouble among his employees, publicly advertises in newspapers, or by posters or otherwise, for employees, or by himself or his agents solicits persons to work for him to fill the places of strikers, he shall plainly and explicitly mention in such advertisements or oral or written solicitations that a strike, lockout or other labor disturbance exists among his employees.

SECTION 2. No employer, during the continuance of a strike, lockout or other labor trouble among his employees, shall directly or indirectly procure or attempt to procure persons to fill the places of employees involved in such strike, lockout or other labor trouble, if such persons are or have been solicited by means of advertisements or oral or written statements in which it has not been plainly and explicitly mentioned that a strike, lockout or other labor trouble exists in the establishment where such persons are to be employed. This provision shall apply whether such advertisements or oral or written solicitations were made within or without the commonwealth.

SECTION 3. No person, firm, association or corporation, during the continuance of a strike, lockout or other labor trouble among the employees of another person, firm, association or corporation, shall procure, or attempt to procure, or assist in any way in procuring, or attempting to procure persons to work for such other person, firm, association or corporation, to fill the places of employees involved in such strike, lockout or other labor trouble, if such persons are or have been solicited by advertisements or oral or written statements, whether made within or without the commonwealth, in which it has not been plainly and explicitly mentioned that a strike, lockout or other labor trouble exists in the establishment where such persons are to be employed.

SECTION 4. Any person, firm, association or corporation violating any provision of this act shall upon complaint of and after investigation by the state board of conciliation and arbitration be punished by a fine not exceeding one hundred dollars for each offence.

SECTION 5. The provisions of this act shall cease to be operative when the state board of conciliation and arbitration shall determine that the business of the employer, in respect to which the strike or other labor trouble occurred, is being carried on in the normal and usual manner and to the normal and usual extent. Said board shall determine this question as soon as may be, upon the application of the employer.

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